

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA,
acting through the United
States Department of
Agriculture

Plaintiff

v.

SERGIO CELSO VELEZ ORTIZ

Defendants

CIVIL NO.

Foreclosure of Mortgage

COMPLAINT

TO THE HONORABLE COURT:

COMES NOW the United States of America -acting by the United States Department of Agriculture- through the undersigned attorney, who respectfully alleges and prays as follows:

1. Jurisdiction of this action is conferred on this Court by 28 U.S.C. Section 1345.
2. Plaintiff, United States of America, is acting through the United States Department of Agriculture, which is organized and existing under the provisions of the Consolidated Farm and Farm Service Agency Act, 7 U.S.C. §1921 et seq. Plaintiff is the owner and holder of one (1) promissory note that affects the property described further below.
3. Said promissory note is for the amount of **\$37,000.00**, with

annual interest of 5%, subscribed on December 29, 1986. See *Exhibit 1*.

4. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 332. See *Exhibit 2*.
5. The note for \$37,000.00 was modified on two occasions. Last modification occurred, for the amount of \$27,190.00, on March 27, 1998, under the terms and conditions stipulated and agreed therein, through Deed No. 54. See *Exhibit 3*.
6. According to the Property Registry, defendant SERGIO CELSO VELEZ ORTIZ is the owner of record of the real estate property subject of this case. Said property is described -as it was recorded in Spanish- as follows:

RÚSTICA: Parcela de terreno marcada con el número catorce, sita en el barrio Viví Arriba del término municipal de Utuado, compuesta de treinta y ocho cuerdas con mil trescientos cincuenta y cinco diez milésimas de otra, equivalentes a catorce hectáreas, noventa y ocho áreas ochenta y tres punto ochenta y tres centiáreas, en lindes por el NORTE, con la parcela número diecisiete; al SUR, con la parcela número trece; al ESTE, con la parcela número quince y terrenos de Abraham Irizarry; y al OESTE, con un camino que la separa de la parcela número once.

Property 12,415, recorded at page 15 of volume 311, Property Registry of Utuado, Puerto Rico.

See Title Search attached as Exhibit 4.

7. The title search attached to this complaint confirms the registration of the mortgage liens that secure the loan obligations between the plaintiff and the defendants. See *Exhibit 4*.
8. It was expressly stipulated in the notes evidencing the indebtedness that default in the payment of any part of the covenant or agreement therein contained will authorize the plaintiff, as payee of said notes, to declare due and payable the total amount of the indebtedness evidenced by said notes and proceed with the execution and/or foreclosure of the mortgages.
9. The defendant party herein, jointly and severally, has failed to comply with the terms of the mortgage contracts by failing to pay the installments due on all notes until the present day, and that after declaring all the indebtedness due and payable, the defendant party owes to the plaintiff, according to the Certification of Indebtedness included herein as *Exhibit 5*, the following amounts:
 - a) On the \$37,000.00 Note, as modified:
 - 1) The sum of \$27,190.00, of principal;
 - 2) The sum of \$23,624.23, of interest accrued as of October 15, 2020, and thereafter until its full and total payment, which interest amount

increases at the daily rate of \$3.6315;

3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

10. The indebtedness evidenced by the aforementioned notes is secured by the mortgages over the properties described in this complaint.

11. Defendant SERGIO CELSO VELEZ ORTIZ is not currently active in the military service for the United States. See *Exhibit 6*.

VERIFICATION

I, JACQUELINE LAZU LABOY, of legal age, married, executive and resident of Humacao, Puerto Rico, in my capacity as acting LRTF Director of the Farm Service Agency, San Juan, Puerto Rico, under the penalty of perjury, as permitted by Section 1746 of Title 28, United States Code, declare and certify:

1) My name and personal circumstances are stated above;

2) I subscribed this complaint as the legal and authorized representative of the plaintiff;

3) Plaintiff has a legitimate cause of action against the defendants above named which warrants the granting of relief requested in said complaint;

4) Defendants are a necessary and legitimate party to this

action in view of the fact that they originated or assumed the mortgage obligation subject of this foreclosure, or bought the property subject to said mortgage;

5) From the information available to me and based upon the documents in the Farm Service Agency, it appears that defendants have not been declared incompetent by a court of justice with authority to make such a declaration;

6) I have carefully read the allegations contained in this complaint and they are true and correct to the best of my knowledge and to the documents contained in the files of the Farm Service Agency;

7) I have carefully examined the Exhibits included to this complaint which are true and correct copies of the originals. The mortgage deeds have been duly recorded in the Property Registry.

I make the foregoing declaration under penalty of perjury, as permitted under Section 1746 of Title 28, United States Code.

In San Juan, Puerto Rico, this 5 day of March , 2020.


JACQUELINE LAZU LABOY

PRAYER

WHEREFORE, the plaintiff demands judgment as follows:

a) That defendant's party pays unto the plaintiff the amounts claimed on this complaint;

b) Or in default thereof that all legal right, title and

interest which the defendants may have in the property described in this complaint and any building or improvement thereon be sold at public auction and that the monies due to the United States as alleged in the preceding paragraphs be paid out of the proceeds of said sale;

c) That the defendants and all persons claiming or who may claim by, from or under them be absolutely barred and foreclosed from all rights and equity of redemption in and to said property;

d) That if the proceeds of such sale be insufficient to cover the amounts specified under paragraph 16 of this prayer, said defendant be adjudged to pay to the United States the total amount of money remaining unsatisfied to said paragraph (a) of this prayer, and execution be issued forthwith against said defendants for the payment of said deficiencies against any of the properties of said defendants;

e) That if the proceeds of said sale exceed the sum of money to be paid to the United States as aforesaid, any such excess be deposited with the Clerk of this Court subject to further orders from the Court;

f) That once the property is auctioned and sold, the Clerk of this Court issue a writ addressed to the Registry of the Property ordering the cancellation of the foreclosed mortgage and of any other junior liens recorded therein;

g) For such further relief as in accordance with law and equity may be proper.

In Guaynabo, Puerto Rico, this⁹ day of October , 2020.

/s/ Juan Carlos Fortuño Fas
JUAN CARLOS FORTUÑO FAS
USDCPR 211913

FORTUÑO & FORTUÑO FAS, C.S.P.
P.O. BOX 9300
SAN JUAN, PR 00908
TEL. 787-751-5290
FAX. 787-751-6155
Email: dcfilings@fortuno-law.com

FmHA Form 1940-17 (S)
(Rev. 11-1-78)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION
PROMISSORY NOTE

TYPE OF LOAN

Type: FO

In accordance with:

- ☒ Consolidated Farm and Rural Development Act
Emergency Agricultural Credit Adjustment Act of 1978

Name: MONTALVO ARROYO, Domingo

State: PUERTO RICO

Office: UTUADO

Case Number: 63-15-581-04-9115

Date: December 29th, 1986

ACTION REQUIRING NOTE:

- | | |
|--|-------------------|
| <input checked="" type="checkbox"/> Initial Loan | New Payment Plan |
| Subsequent Loan | Reamortization |
| Consolidation and Subsequent Loan | Sale on Credit |
| Consolidation | Deferred Payments |

FOR VALUE RECEIVED, the undersigned Borrower(s) and any other co-borrower, jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called the "Government"), or its representative, at its offices in UTUADO, PUERTO RICO, or at another location designated in writing by the Government, the principal sum of THIRTY SEVEN THOUSAND DOLLARS (\$37,000.00), plus interest on the unpaid principal of FIVE PER CENT (5.00%) PER ANNUM. If this note is for a Limited Resources Loan (indicated in the box above, under the heading "Type of Loan"), the Government may CHANGE THE INTEREST RATE, in accordance with the Farmers Home Administration regulations, not more frequently than a calendar trimester basis, and shall notify Borrower at his most current address by mail, with thirty (30) days' notice. The new interest rate shall not exceed the highest interest rate established by the Farmers Home Administration regulations for the type of loan indicated above.

Principal and interests shall be paid in 41 installments, as indicated below, unless modified by a different interest rate, on or before the following dates:

\$20.00.....on January 1, 1987

\$1,000.00.....on January 1, 1986

and \$2,217.00.00 each January first subsequently thereafter until the principal and interests are completely paid, except for the final payment of the debt evidenced herein, which, if not sooner paid, shall be due and payable 40 years from the date of this note, with the exception that prepayments may be made as provided for below. The consideration hereof shall support any agreement modifying the schedule of payments.

If the total amount of the loan is not forwarded by the due date, the loan will be forwarded to Borrower, pursuant to request by Borrower and approval by the Government. Approval by the Government shall be granted only when the loan is requested for purposes authorized by the Government. Interests will accrue on the amount of each loan starting on the date these become effective as shown in the Payment Log at the end of this note. Borrower authorizes the Government to note the amount(s) and date(s) of any prepayment(s) in the Payment Log.

For any note that is reamortized, consolidated or with a new payment plan, interests accumulated as of the date of this instrument will be added to the principal and the new principal will accrue interests at the rate evidenced herein.

Every payment made on any indebtedness evidenced by this note shall be applied first to interests computed as of the effective payment date and then to the principal.

Payments in advance of scheduled installments, or any portion thereof, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in regulations (7 C.F.R. 1861.2) of the Farmers Home Administration, according to the source of the funds involved, shall, after payment of interest, be applied to the last installments to come due under this promissory note, and shall not affect Borrower's duty to pay the remaining installments as scheduled herein. If at any time the Government should assign this promissory note and insure payment of the same, the Borrower shall continue making payments to the Government as collecting agent of the holder.

If this note is held by an insured lender, advance payments made by Borrower may, at the Government's option, be transferred promptly by the Government to the holder, except the final payment, or such payments shall be retained by the Government and transferred to the holder either on an annual installment due date basis. The effective date of any advance payment retained and transferred by the Government to the holder on an annual installment due date basis shall be the date of Borrower's advance payment, and the Government shall pay the interest to which the holder is entitled, accruing between the effective date of any such advance payment and the date of the Treasury check paid to the holder.

Any amount forwarded or invested by the Government in order to collect on this promissory note or to preserve or protect the security of the loan or paid in any way under the terms of any security agreement or other instrument executed in relation to the loan evidenced herein, shall, at the option of the Government, become part of the loan and shall accrue interest at the same rate as the principal of the debt evidenced herein and shall be immediately due and payable by the Borrower to the Government without the need of requirements.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced herein shall not be voluntarily leased, surrendered, sold, transferred, or encumbered, without the previous written consent of the Government. Unless the Government gives written consent to the contrary, Borrower will personally manage said property as a farm if this is a Farm Owner (FO) loan.

If "Consolidation and Subsequent Loan", "Consolidation", "Reamortization" or "New Payment Plan" is marked in the upper box of the first page titled "Action Requiring Note", this promissory note is executed to consolidate, reamortize or as evidence of a new payment plan, but not to satisfy the principal and interests of the following promissory note(s) or assumption agreement(s) (new terms):

AMOUNT OF NOTE: \$

INTERESTS: %

DATE:

ORIGINAL BORROWER:

LAST INSTALLMENT DUE:

The security documents taken in relation to the loans evidenced by the described promissory notes or other stated obligations are not affected by the execution of this consolidation, reamortization or new payment plan. These security instruments shall remain in effect and the security offered for the loans evidenced by the described promissory notes shall continue to guarantee the loan evidenced by this promissory note and by any other stated obligations.

REFINANCING AGREEMENT: If at any time the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or other private credit source at reasonable rates and terms for loans for similar purposes and time periods, Borrower shall, at the Government's request, apply for and accept a loan of a sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary shares.

DEFAULT: Failure to pay any debt described herein when due, or failure to comply with any condition or agreement of this document, shall constitute default under any other instrument evidencing a debt insured or guaranteed by the Government, or in any other way related to such debt, that the Borrower may have; and default under any other instrument shall constitute default under the terms of this document. UPON ANY SUCH DEFAULT, the Government, at its discretion, may declare all or part of such debt due and payable immediately.

This note is executed as evidence of a loan to Borrower made or insured by the Government, pursuant to the Consolidated Farm and Rural Development Act or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan indicated in the box "TYPE OF LOAN" above. This note is subject to the present regulations of Farmers Home Administration and to its future regulations not inconsistent with the stipulations expressed herein.

Presentation, protest, and notice are hereby expressly waived.

[Signature]

Domingo Montalvo Arroyo (BORROWER)

[Signature]

Nelida Ramos Acevedo (BORROWER)

HC-01 Box 3424

UTUADO, PUERTO RICO 00761

THIS OBLIGATION HAS BEEN MODIFIED IN ACCORDANCE TO THE TERMS AND CONDITIONS SET FORTH IN DEED NUMBER 162 EXECUTED IN UTUADO, PUERTO RICO, ON AUGUST 28TH, 1990 BEFORE THE NOTARY MIGUEL TORRES MALDONADO.
UTUADO, PUERTO RICO, ON AUGUST 29, 1990.

PAYMENT LOG

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$ 37,000.00	12/29/86	\$		\$	

TOTAL: \$ 37,000.00

CERTIFICATE

I hereby certify that the attached Promissory Note is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 1ST day of June of 2007.

Nicole Harris
Certified Translator and Interpreter

WITNESS my hand and official seal hereto affixed this

Signature

Print Name: Rosa Capdevielle
Notary Public in and for the State of Washington
My appointment expires: 02/01/2010

Forma FmHA 1940-17 (S)
(Rev. 11-1-78)

Vélez Ortiz, Sergio

DEPARTAMENTO DE AGRICULTURA DE ESTADOS UNIDOS
ADMINISTRACIÓN DE HOGARES DE AGRICULTORES

PAGARE

Nombre MONTALVO ARROYO, Domingo		CLASE DE PRESTAMO Tipo: FO	
Estado PUERTO RICO		De acuerdo a: <input checked="" type="checkbox"/> Consolidated Farm & Rural Development Act <input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978	
Oficina UTUADO	ACCION QUE REQUIERE PAGARE:		
Caso Núm. 63-15-581-04-9115	Fecha 29 de diciembre de 1986	<input checked="" type="checkbox"/> Préstamo Inicial <input type="checkbox"/> Préstamo Subsiguiente <input type="checkbox"/> Consolidación y préstamo subsiguiente <input type="checkbox"/> Consolidación <input type="checkbox"/> Nuevo Plan de Pago <input type="checkbox"/> Reamortización <input type="checkbox"/> Venta a Crédito <input type="checkbox"/> Pagos Diferidos	

POR VALOR RECIBIDO, el Prestatario(s) subscribiente y cualquier otro co-deudor mancomunada y solidariamente pagaremos a la orden de Estados Unidos de América, actuando por conducto de la Administración de Hogares de Agricultores del Departamento de Agricultura de los Estados Unidos (denominado en adelante el "Gobierno") o su

cesionario en su oficina en - - Utuado, Puerto Rico - -

o en otro sitio designado por el Gobierno por escrito, la suma principal de - - TREINTISIETE MIL

 - - - 00/100 dólares (\$ 37,000.00) más intereses sobre el principal adeudado al

 - - CINCO - - POR CIENTO (5.00 %) anual. Si este pagaré

es para un préstamo de Recursos Limitados (indicado en el encasillado superior "Clase de Préstamo"), el Gobierno puede CAMBIAR EL PORCIENTO DE INTERES, de acuerdo con los reglamentos de la Administración de Hogares de Agricultores, no más frecuente que trimestralmente, notificando por correo al Prestatario con treinta (30) días de anticipación a su última dirección. El nuevo tipo de interés no deberá exceder el por ciento de interés más alto establecido en los reglamentos de la Administración de Hogares de Agricultores para el tipo de préstamo arriba indicado.

Principal e intereses serán pagados en 41 plazos, según indicado abajo, excepto si es modificado por un tipo de interés diferente, en o antes de las siguientes fechas:

\$ <u> 20.00</u>	en enero 1, 1987	\$ <u> </u>	en enero 1, 19
\$ <u> 1,000.00</u>	en enero 1, 1988	\$ <u> </u>	en enero 1, 19
\$ <u> </u>	en enero 1, 19	\$ <u> </u>	en enero 1, 19
\$ <u> </u>	en enero 1, 19	\$ <u> </u>	en enero 1, 19
\$ <u> </u>	en enero 1, 19	\$ <u> </u>	en enero 1, 19
y \$ <u> 2,217.00</u>	en enero 1, 19	\$ <u> </u>	en enero 1, 19

, subsiguientemente en enero 1 de cada año hasta que el principal e intereses sean completamente pagados excepto que el plazo final de la deuda aquí evidenciada, de no ser pagada anteriormente, vencerá y será pagadero en -40- años de la fecha de este pagaré y excepto que se podrán hacer pagos adelantados según se provee más abajo. La consideración aquí envuelta respaldará cualquier convenio modificando el plan de pagos.

Si la cantidad total del préstamo no es adelantada a la fecha del cierre, el préstamo será adelantado al Prestatario según solicitado por el Prestatario y aprobado por el Gobierno. La aprobación del Gobierno será dada siempre y cuando el adelanto es solicitado para un propósito autorizado por el Gobierno. Se acumularán intereses por la cantidad de cada adelanto desde su fecha actual como se demuestra en el Registro de Adelantos en el final de este pagaré. El Prestatario autoriza al Gobierno a anotar la(s) cantidad(es) y fecha(s) de tal(es) adelanto(s) en el Registro de Adelantos.

En cada pagaré reamortizado o consolidado, o con un nuevo plan de pago, los intereses acumulados a la fecha de este instrumento deberán ser sumados al principal y ese nuevo principal acumulará intereses a razón del por ciento evidenciado por este instrumento.

Todo pago hecho en cualquier deuda representada por este pagaré será primero aplicado a intereses computados a la fecha efectiva del pago y después al principal.

Pagos adelantados de los plazos estipulados o cualquier parte de los mismos, podrán hacerse en cualquier tiempo a opción del Prestatario. Reembolsos y pagos extras, según se definen en los reglamentos (7 C.F.R. 1861.2) de la Administración de Hogares de Agricultores, de acuerdo con la fuente de los fondos envueltos, después de abonarse los intereses, se aplicarán a los últimos plazos a vencer bajo este pagaré y no afectarán la obligación del Prestatario de pagar los restantes plazos según se especifican en el mismo. Si el Gobierno en cualquier momento cediera este pagaré y asegura el pago del mismo, el prestatario continuará haciendo los pagos al Gobierno como agente cobrador del tenedor.

Mientras este pagaré esté en poder de un prestamista asegurado, los pagos adelantados hechos por el Prestatario podrán, a opción del Gobierno, ser remitidos por el Gobierno prontamente al tenedor o, a excepción del pago final, podrán ser retenidos por el Gobierno y remitidos al tenedor a base de plazo anual vencido. La fecha efectiva de todo pago hecho por el prestatario, excepto pagos retenidos y remitidos por el Gobierno al tenedor a base de plazo anual vencido será la fecha del cheque del Tesoro de los Estados Unidos mediante el cual el Gobierno remite el pago al tenedor. La fecha efectiva de cualquier pago adelantado retenido y remitido por el Gobierno al tenedor a base de plazo anual vencido, será la fecha del pago adelantado por el Prestatario y el Gobierno pagará los intereses a los cuales el tenedor tiene derecho que se devenguen entre la fecha efectiva de cualquiera de dichos pagos adelantados y la fecha del cheque del Tesoro remitido al tenedor.

Cualquier cantidad adelantada o invertida por el Gobierno para el cobro de este pagaré o para preservar o proteger la garantía del préstamo o de otra manera invertido bajo los términos de cualquier convenio de garantía u otro instrumento otorgado en relación con el préstamo aquí evidenciado, a opción del Gobierno pasará a ser parte del préstamo y devengará intereses al mismo tipo de interés que el principal de la deuda aquí evidenciada y vencerá y será pagadera inmediatamente por el Prestatario al Gobierno sin necesidad de requerimiento.

La propiedad construida, mejorada, comprada o refinanciada en total o en parte con el préstamo aquí evidenciado no será arrendada, cedida, vendida, transferida o gravada voluntariamente o de otra forma, sin el previo consentimiento por escrito del Gobierno. A menos que el Gobierno consienta lo contrario por escrito, el Prestatario operará personalmente dicha propiedad como una finca si este préstamo es a dueño de finca (FO).

Si una "Consolidación y un Préstamo Subsiguiente", "Consolidación", "Reamortización" o un "Nuevo Plan de Pago" es indicado en el encasillado superior de la primera página "Acción que Requiere Pagaré", este pagaré es otorgado para consolidar, reamortizar o evidenciar un nuevo plan de pago pero no en satisfacción del principal e intereses del siguiente pagaré(s) o convenio(s) de subrogación (nuevos términos):

VALOR DEL PAGARE	INTERESES	FECHA	PRESTATARIO ORIGINAL	ULTIMO PLAZO A VENCER
\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19

Los documentos de garantía tomados en relación con los préstamos evidenciados por estos pagarés descritos u otras obligaciones relacionadas no son afectadas por el otorgamiento de esta consolidación, reamortización o nuevo plan de pago. Estos instrumentos de garantía continuarán en efecto y la garantía ofrecida para los préstamos evidenciados por los pagarés descritos permanecerán como garantía para el préstamo evidenciado por este pagaré y por cualquier otra obligación relacionada.

CONVENIO DE REFINANCIAMIENTO: Si en cualquier tiempo el Gobierno determinare que el Prestatario puede obtener un préstamo de una cooperativa responsable u otra fuente de crédito privada a un tipo de interés y términos razonables para préstamos por tiempo y condiciones similares, el Prestatario, a requerimiento del Gobierno, solicitará y aceptará el préstamo en cantidad suficiente para satisfacer este pagaré en su totalidad y pagar las acciones necesarias si el prestamista es una cooperativa.

INCUMPLIMIENTO: La falta de pago a su vencimiento de cualquier deuda aquí evidenciada o el incumplimiento de cualquier condición o acuerdo bajo este documento constituirá incumplimiento bajo cualquier otro instrumento evidenciando una deuda del Prestatario asegurada o garantizada por el Gobierno o en cualquier otra forma relacionada con dicha deuda; el incumplimiento bajo cualquier otro instrumento constituirá incumplimiento bajo los términos de este documento. **COMETIDO CUALQUIER INCUMPLIMIENTO**, el Gobierno, a su opción, podrá declarar toda o parte de dicha deuda vencida y pagadera inmediatamente.

Este Pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la Consolidated Farm and Rural Development Act o el Emergency Agricultural Credit Adjustment Act of 1978 y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRESTAMO" más arriba. Este Pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consignadas.

CERTIFICATION

Presentación, protesto y aviso son por la presente expresamente renunciados.

I, **Juan M. Ortiz Serbiá**, of legal age, married, a resident of Guayama, Puerto Rico. In my official capacity as State Executive Director of the Farm Service Agency, U.S. Department of Agriculture, hereby declare under penalty of perjury that this is a true and exact copy of the original document which I have under my custody.

San Juan, Puerto Rico

JUAN M. ORTIZ SERBIÁ
State Executive Director

Domingo Montalvo Arroyo
Domingo Montalvo Arroyo

(Prestatario)

Nélida Ramos Acevedo
Nélida Ramos Acevedo

(Prestatario)

HC-01 Box 3424

Utuaado, P.R. 00761

"MODIFICADA ESTA OBLIGACION SEGUN LOS TERMINOS Y CONDICIONES DE LA ESCRITURA PUBLICA NUMERO 162 OTORGADA EN Utuaado, Puerto Rico, EL DÍA 28 DE AGOSTO DE 1990 ANTE EL NOTARIO MIGUEL TORRES MALDONADO.

-----Utuaado, Puerto Rico, a 28 de agosto de 1990.



Miguel Torres Maldonado
MIGUEL TORRES MALDONADO
NOTARIO PUBLICO

REGISTRO DE ADELANTOS					
CANTIDAD	FECHA	CANTIDAD	FECHA	CANTIDAD	FECHA
\$ 37,000.00	12-29-86	\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$ 37,000.00	

Vélez Ortiz, Sergio

FORM APPROVED
OMB NO. 0575-0086

Form FmHA-1965-13 (Rev. 7-94)	Case No. 63-015-583-27-8335
UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION	Type of Loan
ASSUMPTION AGREEMENT (FARMER PROGRAM LOANS)	<input checked="" type="checkbox"/> Eligible Transferee <input type="checkbox"/> Ineligible Transferee <input type="checkbox"/> Transfer for full amount of debt <input checked="" type="checkbox"/> Transfer for less than full amount of debt <input checked="" type="checkbox"/> Transferor released from personal liability <input type="checkbox"/> Transferor NOT released from personal liability <input checked="" type="checkbox"/> Direct <input type="checkbox"/> Insured

THIS AGREEMENT dated March 27, 19 98, between the United States of America, acting through the Farmers Home Administration (called the "Government"), and Sergio Celso Vélez Ortiz and _____ (called the "assuming parties"), whose post office address is HC01 Box 3425 Utuaado, PR 00641

BECAUSE the Government is the holder or insurer of loan(s) evidenced by certain debt instrument(s) executed by the present debtor(s) Concepción Cordero Camacho & Rosin Echevarría Quiñones

Case number 63-15-583-12-8748, and identified as follows:

TABLE I

Instrument	Executed	Principal Amount	Unpaid on Date Hereof		Int. Rate	Ins. Chg. Rate
			Principal	Accrued Interest		
Assumption Agreement	08-28-90	42,491.33	42,455.89	14,971.03	5.00	

BECAUSE in connection with such loan(s) the following-described security instrument(s) were taken on property described therein and located in Utuaado County, State of PR

TABLE II

Instrument	Executed	Office Where Recorded or Filed	Book, Volume, or Document	Page
Assumption Agreement	08-28-90	Utuaado	311-Farm 12,415	15

THEREFORE, in consideration of (i) the assumption of indebtedness as herein provided, and (ii) the Government's consent to such assumption and to any accompanying conveyance or transfer of security property to the assuming parties, it is agreed as follows:

1. The assuming parties hereby jointly and severally assume liability for and agree to pay to the order of the Government or to the order of the insured lender through the Government if and when an insured lender is the holder of said debt instrument(s), at the office of the Farmers Home Administration shown below, the amounts, and at the times, specified in the following subparagraph (a) or (b) designated by an X in the appropriate block:

(a) ☐ THE SUM OF _____ dollars

(\$ _____), plus INTEREST on the UNPAID PRINCIPAL at the rate of _____ PERCENT

(_____ %) PER ANNUM, in _____ installments as follows:

\$ _____ on _____, 19 _____,

and \$ _____ thereafter on the _____ of each _____ until the PRINCIPAL and INTEREST are fully paid except that the FINAL INSTALLMENT of the entire indebtedness evidenced

hereby, if not sooner paid, shall be due and PAYABLE _____ (_____) YEARS from the DATE of this assumption agreement.

(b) ☒ Of the entire unpaid indebtedness under said debt and security instrument(s), the sum of TWENTY SEVEN

ISANDS ONE HUNDRED NINETY WITH 00/100 dollars (\$ 27,190.00) principal, with interest thereon at the

rate of 5.00 percent per annum from the date hereof, plus _____

dollars (\$ _____) accrued interest as of the date hereof, without interest thereon, which accrued interest is included to the first installment written below. The principal and interest shall be due and payable as follows:

\$ 300.00 on 1-1, 1999 \$ 300.00 on 1-1-, 1900 \$ 300.00 on 1-1-, 1901

\$ 300.00 on 1-1-, 1902 \$ N/A on _____, 19 _____ \$ N/A on _____, 19 _____

\$ N/A on _____, 19 _____ \$ N/A on _____, 19 _____ \$ N/A on _____, 19 _____

\$ N/A on _____, 19 _____ \$ N/A on _____, 19 _____ \$ N/A on _____, 19 _____

\$ N/A on _____, 19 _____ \$ N/A on _____, 19 _____ \$ N/A on _____, 19 _____

and \$ 1,762.00 thereafter on January 1st of each year until the indebtedness hereby assumed is paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner, shall be due and payable on or before, March, 19-2038

2. Payments shall be applied in accordance with the accounting procedures of the Farmers Home Administration.

3. If this assumption evidences a limited resource loan, the Government may CHANGE THE RATE OF INTEREST in accordance with the regulations of the Farmers Home Administration, not more often than quarterly by giving the borrower thirty (30) days prior written notice to the borrower's last known address.

4. The provisions of said debt and security instrument(s) and of any outstanding agreements executed or assumed by the present debtors pertinent thereto, shall except as modified herein, remain in full force and effect, and the assuming parties hereby assume the obligations of and agree to be bound by and to comply with all covenants, agreements and conditions contained in said instrument(s) and agreements, except as modified herein, the same as if they had executed them as of the dates thereof as principal obligors, including any obligation to pay the Government an insurance charge in addition to interest, if as provided in such instrument(s). Any provisions of the debt and security instrument(s) which require (a) that the borrower occupy the FmHA financed dwelling, (b) live on and operate the FmHA financed farm or (c) graduate to other sources of credit, will not apply to assumptions by an ineligible transferee.

5. This agreement shall be subject to present regulations of the Farmers Home Administration and its future regulations which are not inconsistent with the express provisions hereof.

6. When the loan(s) hereby assumed is held by an insured lender, prepayments made by the assuming parties may, except for final payment, be retained by the Government and remitted to the holder on an annual installment due date basis or other basis established by Farmers Home Administration regulation. Final payment will be remitted promptly. The effective date of every payment made by the assuming parties shall be the date the payment is made by them. The Government will pay the interest to which the holder is entitled accruing between the effective date of the payment and the date of the Treasury check to the holder.

ASSUMING PARTIES:

x Sergio Celso Vely Ortiz (Borrower)

(Co-Borrower)

HC 01 Box 3425

Utualdo, PR 00641

UNITED STATES OF AMERICA

Jean P. Giuliani Giorgi
Ag. Credit Manager
(Title)

FARMERS HOME ADMINISTRATION

55 F L Ribas Avenue
(Office Address)

Utualdo, PR 00641

Vélez Ortiz, Sergio

ANEJO A PAGARE POR LA SUMA ORIGINAL DE \$37,000.00 CONSTITUIDO EL DIA 29 DE DICIEMBRE DE 1986 MEDIANTE LA ESCRITURA NUMERO 332 ANTE EL NOTARIO CARLOS R. RUIZ EN LA CIUDAD DE UTUADO, PUERTO RICO: POSTERIORMENTE MODIFICADA MEDIANTE LA ESCRITURA NUMERO 172 OTOGADA EN UTUADO, PUERTO RICO EL DIA 28 DE AGOSTO DE 1990 ANTE EL NOTARIO MIGUEL TORRES MALDONADO, Y MODIFICADA EN EL DIA DE HOY COMO SIGUE:

MODIFICADA esta obligación a los efectos de que venza a los cuarenta (40) años de esta modificación, devengando interés al 5% anual.

En caso de la primera subasta que deba celebrarse en caso de ejecución responda por la suma de Veintisiete Mil Ciento Noventa Dólares (\$27,190.00) a cuyo principal se modifica.

Se modifica esta hipoteca a los efectos de que el nuevo principal de Veintisiete mil Ciento Noventa Dólares (\$27,190.00) sea satisfecha en un pago de \$300.00 el día 1ro. de enero del año 1999, 2000 y 2001 y pagos anuales de \$1,762.00 el día primero de enero de cada año hasta el pago final que vencerá el día primero de marzo del año 2038.

En Utuado, Puerto Rico, a 27 de marzo de 1998.



MIGUEL TORRES MALDONADO
NOTARIO PUBLICO

Assumption Agreement / March 27, 1998

Velez Ortiz, Sergio

Note rider in the original amount of \$37,000.00 furnished on December 29, 1986 through deed number 332 before the Notary Carlos R. Ruiz in the city of Utuado, Puerto Rico, and subsequently modified through deed number 172, executed in Utuado, Puerto Rico on August 28 of 1998 before the Notary Miguel Torres Maldonado, and modified this day as follows:

This obligation is hereby modified as to its maturity so that it is due and payable in forty (40) years from this modification; accruing interest at the annual rate of 5%.

In the event that the first public auction that would be held in case of foreclosure, the base value is in the amount of twenty-seven thousand one hundred ninety dollars (\$27,190.00) to which principal is hereby modified.

This mortgage is hereby amended with the purpose that the new amount of principal of twenty -seven thousand one hundred ninety dollars (\$27,190.00) shall be paid with an installment of \$300,00 on January first (1st) of the years 1999, 2000 and 2001, and annual installment in the amount of \$1,762.00 on January first of every year subsequently thereafter until the final installment, which shall be due on March first of the year 2038.

In Utuado, Puerto Rico, March 27th of 1998.

[Signature]
Miguel Torres Maldonado
Public Notary

CERTIFICATE

I hereby certify that the Note Rider is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from

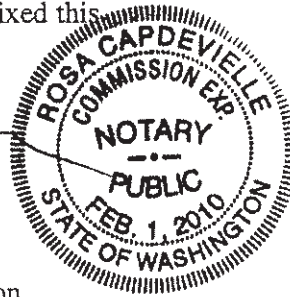
Spanish into English.

DATED this 1st day of June of 2007.



Nicole Harris
Certified Translator and Interpreter

WITNESS my hand and official seal hereto affixed this


Signature

Print Name: Rosa Capdevielle
Notary Public in and for the State of Washington
My appointment expires: 02/01/2010

Forma 1-mHA 427-1PR
(10-82)

NUMERO

NUMBER TRESCIENTOS TREINTA Y DOS
THREE HUNDREDS THIRTY TWO

HIPOTECA VOLUNTARIA
VOLUNTARY MORTGAGE

En Utuado, Puerto Rico, a veintinueve de diciembre de mil no--
In Utuado, Puerto Rico, this twenty nine day of December, one
vecientos ochenta y seis.
thousand nine hundred eighty six.

ANTE MI
BEFORE ME

CARLOS R. RUIZ

CARLOS R. RUIZ

Abogado y Notario Público de la Isla de Puerto Rico con residencia en Utuado,
Attorney and Notary Public for the Island of Puerto Rico, with residence in Utuado

Puerto Rico, y oficina en Utuado, Puerto Rico.
Puerto Rico, and office in Utuado, Puerto Rico.

COMPARECEN
APPEAR

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denomina--
The persons named in paragraph TWELFTH of this mortgage

dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales
hereinafter called the "mortgagor" and whose personal circumstances

aparecen de dicho párrafo.
appear from said paragraph.

Doy fe del conocimiento personal de los comparecientes, así como por sus dichos
I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their

de su edad, estado civil, profesión y vecindad.
statements which I believe to be true of their age, civil status, profession and residence.

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración
They assure me that they are in full enjoyment of their civil rights, and the free administration

de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga--
of their property, and they have, in my judgment, the necessary legal capacity to grant this

miento.
voluntary mortgage.

EXPONEN
WITNESSETH:

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el
FIRST: That the mortgagor is the owner of the farm or farms described in

párrafo UNDECIMO así como de todos los derechos e intereses en las mismas,
paragraph ELEVENTH of this mortgage, and of all rights and interest in the same

denominada de aquí en adelante "los bienes".
hereinafter referred to as "the property".

SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que
SECOND: That the property mortgaged herein is subject to the liens

se especifican en el párrafo UNDECIMO.
specified in paragraph ELEVENTH herein.

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de
THIRD: That the mortgagor has become obligated to the United States

América, actuando por conducto de la Administración de Hogares de Agriculto--
of America, acting through the Farmers Home Administration,

res, denominado de aquí en adelante el "acreedor hipotecario", en relación con
hereinafter called the "mortgagee" in connection with



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un préstamo o préstamos evidenciado por uno o más pagarés o convenio de sub-
a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)-----

rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por
hereinafter called "the note" whether one or more. It is required by-----

el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de
the Government that additional monthly payments of one-twelfth of the-----

las contribuciones, avalúos (impuestos), primas de seguros y otros cargos que se
taxes, assessments, insurance premiums and other charges-----

hayan estimado sobre la propiedad hipotecada.-----
estimated against the property.-----

CUARTO: Se sobreentiende que:-----
FOURTH: It is understood that:-----

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la
(One) The note evidences a loan or loans to the mortgagor in the-----

suma de principal especificada en el mismo, concedido con el propósito y la inten-
principal amount specified therein made with the purpose and intention-----

ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y
that the mortgagee, at any time, may assign the note and-----

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno
insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One-----

consolidando la Administración de Hogares de Agricultores o el Título Quinto de
consolidating the Farmers Home Administration or Title Five of-----

la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda-
the Housing Act of Nineteen Hundred and Forty-Nine, as amended.-----

das.-----

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede
(Two) When payment of the note is guaranteed by the mortgagee-----

ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el
it may be assigned from time to time and each holder of the insured note, in turn,-----

prestamista asegurado.-----
will be the insured lender.-----

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree-
(Three) When payment of the note is insured by the mortgagee, the-----

dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con
mortgagee will execute and deliver to the insured lender along-----

el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-
with the note an insurance endorsement insuring the payment of the note fully as to principal-----

tereses de dicho pagaré.-----
and interest.-----

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor
(Four) At all times when payment of the note is insured by the mortgagee,-----

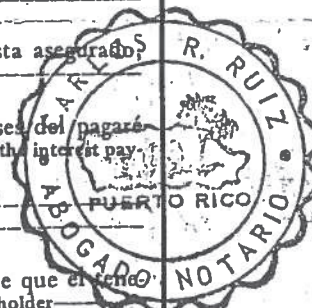
hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado,
the mortgagee by agreement with the insured lender-----

determinarán en el endoso de seguro la porción del pago de intereses del pagaré
set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-----

que será designada como "cargo anual".-----
ments on the note, to be designated the "annual charge".-----

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tenedor
(Five) A condition of the insurance of payment of the note will be that the holder-----

dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-
will forego his rights and remedies against the mortgagor and any-----



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quiera otros en relación con dicho préstamo así como también a los beneficios
others in connection with said loan, as well as any benefit

de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento
of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the

del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de
mortgagee's request will assign the note to the mortgagee should the mortgagor

violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en
violate any covenant or agreement contained herein, in the note, or any

cualquier convenio suplementario por parte del deudor.
supplementary agreement.

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo
(Six) It is the purpose and intent of this mortgage that, among other things,

tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en
at all times when the note is held by the mortgagee, or in the event the

que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca
mortgagee should assign this mortgage without insurance of the note, this mortgage

garantizará el pago del pagaré pero cuando el pagaré esté en poder de un presta-
shall secure payment of the note; but when the note is held by an insured

mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte
lender, this mortgage shall not secure payment of the note or attach to

de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda,
the debt evidenced thereby, but as to the note and such debt

constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario
shall constitute an indemnity mortgage to secure the mortgagee

contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-
against loss under its insurance endorsement by reason of any default

plimiento por parte del deudor hipotecario.
by the mortgagor.

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré
FIFTH: That, in consideration of said loan and (a) at all times when the note

sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipote-
is held by the mortgagee, or in the event the mortgagee

cario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del
should assign this mortgage without insurance of the payment of the note, in guarantee of the

importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE-
amount of the note as specified in subparagraph (one) of paragraph NINTH

NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho
hereof, with interest at the rate stipulated, and to secure prompt payment of the

pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y
note and any renewals and extensions thereof and any agreements contained therein,

(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan-
(b) at all times when the note is held by an insured lender, in guarantee

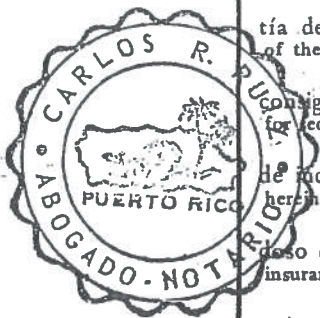
tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí
of the amounts specified in subparagraph 9Two of paragraph NINTH hereof

consignado para garantizar el cumplimiento del convenio del deudor hipotecario
for securing the performance of the mortgagor's agreement

de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el en-
herein to indemnify and save harmless the mortgagee against loss under its

endoso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cual-
insurance endorsements by reason of any default by the mortgagor, and (c) in any

quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el
event and at all times whatsoever, in guarantee of the additional amounts specified in



subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el
subparagraph (Three) of paragraph NINTH hereof, and to secure the

cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí
performance of every covenant and agreement of the mortgagor

contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por
contained herein or in any supplementary agreement, the mortgagor

la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre
hereby constitutes a voluntary mortgage in favor of the mortgagee on

los bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los
the property described in paragraph ELEVENTH hereof, together with all rights,

derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes
interests easements, hereditaments and appurtenances thereto belonging,

a los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e
the rents, issues and profits thereof and revenues and

ingreso de los mismos, toda mejora o propiedad personal en el presente o que en
income therefrom, all improvements and personal property now or

el futuro se adhiere o que sean razonablemente necesarias para el uso de los mismos,
later attached thereto or reasonably necessary to the use thereof,

sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a
all water, water rights and shares in the same pertaining to

las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario
the farms and all payments at any time owing to the mortgagor

por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación
by virtue of any sale, lease, transfer, conveyance or total or

total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre
partial condemnation of or injury to any part thereof or interest

ellas, siendo entendido que este gravamen quedará en toda su fuerza y vigor hasta
therein, it being understood that this lien will continue in full force and effect until

que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y
all amounts as specified in paragraph NINTH hereof, with interest before and

después del vencimiento hasta que los mismos hayan sido pagados en su totalidad.
after maturity until paid, have been paid in full.

En caso de ejecución, los bienes responderán del pago del principal, los intereses
In case of foreclosure, the property will be answerable for the payment of the principal, interest

antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el acree-
thereon before and after maturity until paid, losses sustained by the

dor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cual-
mortgagee as insurer of the note, taxes, insurance premiums, and

quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor
other disbursements and advances by the mortgagee for the mortgagor's account

hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas,
with interest until repaid to the mortgagee, costs, expenses and

gastos y honorarios de abogado del acreedor hipotecario, toda extensión o reno-
attorney's fees of the mortgagee all extensions and renewals of any of

vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma
said obligations, with interest on all and all other charges and additional

adicional especificada en el párrafo NOVENO de este documento.
amounts as specified in paragraph NINTH hereof.

SEXTO: El deudor hipotecario expresamente conviene lo siguiente:
SIXTH: That the mortgagor specifically agrees as follows:

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda
(One) To pay promptly when due any indebtedness



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aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario
to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any

bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.
loss under its insurance of payment of the note by reason of any default by the mortgagor.

En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el
At all times when the note is held by an insured lender, the

deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor
mortgagor shall continue to make payments on the note to the mortgagee,

hipotecario como agente cobrador del tenedor del mismo.
as collection agent for the holder.

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación
(Two) To pay to the Mortgagee any initial fees for inspection and appraisal

y cualquier cargo por delincuencia requerido en el presente o en el futuro por los
and any delinquency charges, now or hereafter required by

reglamentos de la Administración de Hogares de Agricultores.
regulations of the Farmer's Home Administration.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu-
(Three) At all times when the note is held by an insured lender,

rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos
any amount due and unpaid under the terms of the note, less

la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor
the amount of the annual charge, may be paid by the mortgagee to the holder

del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido
of the note to the extent provided in the insurance endorsement

en el párrafo CUARTO anterior por cuenta del deudor hipotecario.
referred to in paragraph FOURTH hereof for the account of the mortgagor.

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído
Any amount due and unpaid under the terms of the note, whether it is held

por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada
by the mortgagee or by an insured lender, may be credited

por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto
by the mortgagee on the note and thereupon shall constitute an advance

por el acreedor hipotecario por cuenta del deudor hipotecario.
by the mortgagee for the account of the mortgagor.

Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-
Any advance by the mortgagee as described in this

párrafo devengará intereses a razón del cinco
subparagraph shall bear interest at the rate of five

por ciento (5 %)
per cent (5 %)

anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor
per annum from the date on which the amount of the advance was due to the date of payment

hipotecario lo satisfaga.
to the mortgagee.

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier
(Four) Whether or not the note is insured by the mortgagee, any

todo adelanto hecho por el acreedor hipotecario para prima de seguro, repa-
and all amount advanced by the mortgagee for property insurance premiums, repairs,

raciones, gravámenes u otra reclamación en protección de los bienes hipoteca-
liens and other claims, for the protection of the mortgaged property,

dos o para contribuciones o impuestos u otro gasto similar por razón de haber
or for taxes or assessments or other similar charges by reason of the



el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón
mortgagor's failure to pay the same, shall bear interest at the rate-----

del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos
stated in the next preceding subparagraph from the date of the advance-----

hasta que los mismos sean satisfechos por el deudor hipotecario.
until repaid to the mortgagee.-----

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipo-
(Five) All advances made by mortgagee as described in this mortgage,-----

teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipo-
with interest, shall be immediately due and payable by the mortgagor-----

tecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio
to mortgagee without demand at the-----

designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto
place designated in the note and shall be guaranteed hereby. No such advance-----

hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación
by mortgagee shall relieve the mortgagor from breach of his covenant-----

del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los
to pay. Such advances, with interest shall be repaid from the-----

primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo
first available collections received from mortgagor. Otherwise, any payments-----

pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier
payment made by mortgagor may be applied on the note or any-----

otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor
indebtedness to mortgagee secured hereby, in any order mortgagee-----

hipotecario determinare.
determines.-----

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para
(Six) To use the loan evidenced by the note solely-----

los propósitos autorizados por el acreedor hipotecario.
for purposes authorized by mortgagee.-----

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá-
(Seven) To pay when due all taxes, special assessments, liens-----

menes y cargas que graven los bienes o los derechos o intereses del deudor hipo-
and charges encumbering the property or the right or interest of mortgagee-----

tecario bajo los términos de esta hipoteca.
under the terms of this mortgage.-----

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie-
(Eight) To procure and maintain insurance against fire and other hazards as required-----

ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bie-
by mortgagee on all existing buildings and improvements on the pro-----

nes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y
perty and on any buildings and improvements put there on in the future. The insurance against

otros riesgos serán en la forma y por las cantidades, términos y condiciones que
fire and other hazards will be in the form and amount and on terms and conditions-----

aprobare el acreedor hipotecario.
approved by mortgagee.-----

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las
(Nine) To keep the property in good condition and promptly make all-----

reparaciones necesarias para la conservación de los bienes; no cometerá ni
necessary repairs for the conservation of the property; he will not commit nor-----

mitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá
permit to be committed any deterioration of the property; he will not remove nor demolish



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ningún edificio o mejora en los bienes, ni cortar, ni removerá madera de la finca,
any building or improvement on the property; nor will he cut or remove wood from the farm

ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros
nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other-----

minerales sin el consentimiento del acreedor hipotecario y prontamente llevará
minerals without the consent of mortgagee, and will promptly carry out-----

a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo
the repairs on the property that the mortgagee may request from time-----

en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación
to time. Mortgagor shall comply with such farm conservation practices-----

de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en
and farm and home management plans as mortgagee from time to-----

tiempo pueda prescribir.
time may prescribe.-----

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se iden-
(Ten) If this mortgage is given for a loan to a farm owner as identified-----

tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor
in the regulations of the Farmers Home Administration, mortgagor-----

hipotecario personalmente operará los bienes por sí y por medio de su familia como
will personally operate the property with his own and his family labor as a farm and for no other

una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a
purpose and will not lease the farm or any part of it-----

menos que el acreedor hipotecario consienta por escrito en otro método de opera-
unless mortgagee agrees in writing to any other method of operation-----

ción o al arrendamiento.
or lease.-----

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la
(Eleven) To submit in the form and manner mortgagee may require,-----

información de sus ingresos y gastos y cualquier otra información relacionada con
information as to his income and expenses and any other information in regard to the-----

la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos
operation of the property, and to comply with all laws, ordinances, and regulations-----

que afecten los bienes o su uso.
affecting the property or its use.-----

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el
(Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times-----

derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía
to inspect and examine the property for the purpose of ascertaining whether or not-----

otorgada está siendo mermada o deteriorada y si dicho examen o inspección deter-
the security given is being lessened or impaired, and if such inspection or examination shall-----

minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer-
disclose, in the judgment of mortgagee, that the security given is being lessened-----

mada o deteriorada, tal condición se considerará como una violación por parte del
or impaired, such condition shall be deemed a breach by the-----

deudor hipotecario de los convenios de esta hipoteca.
mortgagor of the covenants of this mortgage.-----

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión
(Thirteen) If any other person interferes with or contests the right of possession-----

del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará
of the mortgagor to the property, the mortgagee will immediately notify-----

al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción,
mortgagee of such action, and mortgagee at its option-----



podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus
may institute the necessary proceedings in defense of its

intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos
interest, and any costs or expenditures incurred by mortgagee by said

procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán
proceedings will be charged to the mortgage debt and considered

garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria
by this mortgage within the additional credit of the mortgage clause

para adelantos, gastos y otros pagos.
for advances, expenditures and other payments.

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente
(Fourteen) If the mortgagor at any time while this mortgage remains in effect

esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acree-
should abandon the property or voluntarily deliver it to mortgagee,

dor hipotecario, el acreedor hipotecario es por la presente autorizado y con pode-
mortgagee is hereby authorized and empowered

res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar
to take possession of the property, to rent and administer the same and collect

sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los
the rents, benefits, and income from the same and apply them first to the

gastos de cobro y administración y en segundo término al pago de la deuda eviden-
costs of collection and administration and secondly to the payment of the debt evidenced

ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada,
by the note or any indebtedness to mortgagee hereby guaranteed,

en el orden y manera que el acreedor hipotecario determinare.
in what ever order and manner mortgagee may determine.

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor
(Fifteen) At any time that mortgagee determines that mortgagor

hipotecario puede obtener un préstamo de una asociación de crédito para produc-
may be able to obtain a loan from a credit association for production

ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un
a Federal Bank or other responsible source, cooperative or private, at a

tipo de interés y términos razonables para préstamos por tiempo y propósitos
rate of interest and reasonable periods of time and purposes,

similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará
mortgagor, at mortgagee's request will apply for and accept

y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones nece-
said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to

sarias en la agencia cooperativa en relación con dicho préstamo.
purchase any necessary shares of stock in the cooperative agency in regard to said loan.

(Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas
(Sixteen) Should default occur in the performance or discharge of any obligation secured

por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluída como
by this mortgage, or should mortgagor, or any one of the persons herein called

deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliere
mortgagor, default in the payment of any amounts or violate or fail to comply

con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido.
with any clause, condition, stipulation, covenant, or agreement contained herein,

o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado
or in any supplementary agreement, or die or be declared an

incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acree-
incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of



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dore. los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, creditors, or should the property or any part thereof or interest therein be assigned,-----

vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise,-----

sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee is-----

irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to-----

declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness-----

al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and-----

proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) to foreclose this mortgage in accordance with law and the provisions hereof; (Two)-----

incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the-----

bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as-----

conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium,-----

seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or costs for the protection and preservation of the property-----

y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three)-----

de solicitar la protección de la ley.----- request the protection of the law.-----

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgagee-----

todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenants and agreements-----

de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in- of this mortgage and of the note and of any supplementary agreement, including-----

cluyendo los gastos de mensura, evidencia de título, costas, inscripción y hono- the costs of survey, evidence of title, court costs, recordation fee and-----

rios de abogado.----- attorney's fees.-----

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and-----

hacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement-----

obligaciones aquí contenidos o similares u otros convenios, y sin afectar la respon- obligation herein set forth, and without affecting the liability-----

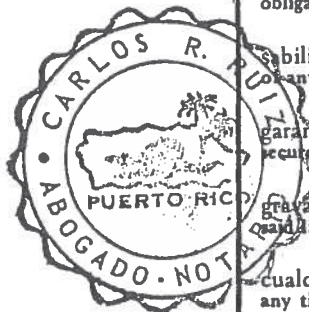
abilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí for any person for payment of the note or any indebtedness-----

garantizada y sin afectar el gravámen impuesto sobre los bienes o la prioridad del secured hereby, and without affecting the lien created upon said property or the priority of-----

gravámen, el acreedor hipotecario es por la presente autorizado y con poder en said lien, the mortgagee is hereby authorized and empowered at-----

cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obli- any time (one) waive the performance of any covenant or obligation-----

gación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) contained herein or in the note or any supplementary agreement; (two)-----



negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier
deal in any way with mortgagor or grant to mortgagor any-----

indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el
indulgence or forbearance or extension of the time for payment of the note (with the-----

consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta-
consent of the holder of the note when it is held by-----

mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipoteca-
an insured lender) or for payment of any indebtedness to mortgagee-----

rio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cual-
hereby secured; or (three) execute and deliver partial releases of any-----

quier parte de los bienes de la hipoteca aquí constituida u otorgar diferimiento o
part of said property from the lien hereby created or grant deferment or-----

postergación de esta hipoteca a favor de cualquier otro gravámen constituido sobre
postponement of this mortgage to any other lien over-----

dichos bienes.-----
said property.-----

(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca,
(Nineteen) All right, title and interest in or to this mortgage,-----

incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones
including but not limited to the power to grant consents, partial releases,-----

parciales, subordinación, cancelación total, radica sola y exclusivamente en el
subordinations, and satisfaction, shall be vested solely and exclusively in-----

acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in-
mortgagee and no insured lender shall have any right, title or interest-----

terés alguno en o sobre el gravámen y los beneficios aquí contenidos.-----
in or to the lien or any benefits herein contained.-----

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales-
(Twenty) Default hereunder shall constitute default under any-----

quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída
other real estate or crop or chattel mortgage held-----

o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipo-
or insured by mortgagee and executed or assumed by mortgagor,-----

tecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía
and default under any such other security instrument shall-----

constituirá incumplimiento de esta hipoteca.-----
constitute default hereunder.-----

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será
(Twenty-One) All notices to be given under this mortgage shall-----

remitido por correo certificado a menos que se disponga lo contrario por ley, y
be sent by certified mail unless otherwise required by law,-----

será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto,
and shall be addressed until some other address is designated in a notice so given,-----

en el caso del acreedor hipotecario a Administración de Hogares de Agricultores,
in the case of mortgagee to Farmers Home Administration,-----

Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el
United States Department of Agriculture, San Juan, Puerto Rico, and in the-----

caso del deudor hipotecario, a él a la dirección postal de su residencia según se
case of mortgagor to him at the post office address of his residence as stated-----

especifica más adelante.-----
hereinafter.-----

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario
(Twenty-Two) Mortgagor by these presents grants to mortgagee-----



el importe de cualquier sentencia obtenido por ejecución forzosa para uso
the amount of any judgment obtained by reason of condemnation proceedings for public

público de los bienes o parte de ellos así como también el importe de la sentencia
use of the property or any part thereof as well as the amount of any judgment

por daños causados a los bienes. El acreedor hipotecario aplicará el importe así
for damages caused to the property. The mortgagee will apply the amount so

recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del
received to the payment of costs incurred in its collection and the balance to the payment

pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta
of the note and any indebtedness to the mortgagee secured by this

hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.
mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso
SEVENTH: That for the purpose of the first sale to be held in case

de ejecución de esta hipoteca, de conformidad con la ley hipotecaria, según enmen-
of foreclosure of this mortgage, in conformity with the mortgage law, as amended,

dada, el deudor hipotecario por la presenta tasa los bienes hipotecados en la suma
mortgagor does hereby appraise the mortgaged property in the amount

de TREINTA Y SIETE MIL DOLARES
of THIRTY SEVEN THOUSANDS DOLLARS

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requeri-
EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be

miento y se considerará en mora sin necesidad de notificación alguna por parte
considered in default without the necessity of any notification of default or demand for pay-

del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Ad-
ment on the part of mortgagee. This mortgage is subject to the rules and regulations of the

ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos,
Farmers Home Administration now in effect, and to its future regulations

no inconsistentes con los términos de esta hipoteca, así como también sujeta a
not inconsistent with the provisions of this mortgage, as well as to the

las leyes del Congreso de Estados Unidos de America que autorizan la asignación
laws of the Congress of the United States of America authorizing the making and

y aseguramiento del préstamo antes mencionado.
insuring of the loan hereinbefore mentioned.

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:
NINTH: The amounts guaranteed by this mortgage are as follows:

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de
One. At all times when the note mentioned in paragraph THIRD of

esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor
this mortgage is held by mortgagee, or in the event mortgagee

hipotecario cedere esta hipoteca sin asegurar el pagare: TREINTA Y SIETE MIL
should assign this mortgage without insurance of the note, THIRTY SEVEN THOUSANDS



----- DOLARES (\$37,000.00)
----- DOLLARS (\$37,000.00)

el principal de dicho pagaré, con sus intereses según estipulados a razón del cinco
the principal amount of said note, together with interest as stipulated therein at the rate of five

----- por ciento (-----5 %/o) anual;
----- per cent (-----5 %/o) per annum;

Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado:
Two. At all times when said note is held by an insured lender:

(A) TREINTA Y SIETE MIL DOLARES-----

(A) THIRTY SEVEN THOUSANDS-----

-----DOLARES (\$37,000.00--)

-----DOLLARS (\$37,000.00--)

para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado
for indemnifying the mortgagee for advances to the insured lender-----

por motivo del incumplimiento del deudor hipotecario de pagar los plazos según
by reason of mortgagor's failure to pay the installments as-----

se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO,
specified in the note, with interest as stated in paragraph SIXTH,-----

Tercero;-----

Three;-----

(B) CINCUENTA Y CINCO MIL QUINIENTOS-----

(B) FIFTY FIVE THOUSANDS FIVE HUNDREDS-----

-----DOLARES (\$ 55,500.00)

-----DOLLARS (\$ 55,500.00)

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda
for indemnifying the mortgagee further against any loss it might-----

sufrir bajo su seguro de pago del pagaré.-----

sustain under its insurance of payment of the note;-----

Tres. En cualquier caso y en todo tiempo;-----

Three. In any event and at all times whatsoever:-----

(A) CATORCE MIL OCHOCIENTOS DOLARES-----

(A) FOURTEEN THOUSANDS EIGHT HUNDREDS DOLLARS-----

(\$ 14,800.00-----) para intereses después de mora:-----

(\$ 14,800.00-----) for default interest;-----

(B) SIETE MIL CUATROCIENTOS DOLARES-----

(B) SEVEN THOUSANDS FOUR HUNDREDS DOLLARS-----

(\$ 7,400.00-----) para contribuciones, seguro y otros adelantos para la con-

(\$ 7,400.00-----) for taxes, insurance and other advances for the preservation-----

servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo
and protection of this mortgage, with interest at the rate stated in paragraph-----

SEXTO, Tercero;-----

SIXTH, Three;-----

(C) TRES MIL SETECIENTOS DOLARES-----

(C) THREE THOUSANDS SEVEN HUNDREDS DOLLARS-----

(\$ 3,700.00-----) para costas, gastos y honorarios de abogado en caso

(\$ 3,700.00-----) for costs, expenses and attorney's fees in case-----

de ejecución;-----

of foreclosure:-----

(D) TRES MIL SETECIENTOS DOLARES-----

(D) THREE THOUSANDS SEVEN HUNDREDS DOLLARS-----

(\$ 3,700.00-----) para costas y gastos que incurriere el acreedor hipotecario

(\$ 3,700.00-----) for costs and expenditures incurred by the mortgagee in-----

procedimientos para defender sus intereses contra cualquier persona que inter-

proceedings to defend its interests against any other person interfering with-----

venga o impugne el derecho de posesión del deudor hipotecario a los bienes según
or contesting the right of possession of mortgagor to the property as-----

se consigna en el párrafo SEXTO, Trece.-----

provided in paragraph (SIXTH, Thirteen.-----



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DECIMO: Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCERO
TENTH: That the note(s) referred to in paragraph THIRD

de esta hipoteca es (son) descrito(s) como sigue:-----
of this mortgage is(are) described as follows:-----

"Pagaré otorgado en el caso número 63-15-581-04-9115-----
"Promissory note executed in case number 63-15-581-04-9115-----

----- fechado el día veintinueve-----
----- dated the twenty nine-----

ve----- de ----diciembre----- de mil novecientos-----
----- day of December nineteen hundred and eighty

ochenta y seis----- por la suma de TREINTA Y SIETE MIL
six,----- in the amount of THIRTY SEVEN THOUSANDS

----- dólares de principal más
----- of principal plus

intereses sobre el balance del principal adeudado a razón del CINCO-----
interest over the unpaid balance at the rate of FIVE-----

----- (-----5%-----) por ciento anual,
----- 5%----- percent per annum,

hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condi-
until the principal is totally paid according to the terms, installments,

ciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos
conditions and stipulation contained in the promissory note and as agreed-----

entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí
between the borrower and the Government, except that the final installment of the-----

representada, de no haber sido satisfecho con anterioridad, vencerá y sera pagadero
entire debt herein evidenced, if not sooner paid, will be due-----

a los cuarenta años-----
and payable fourty years-----

años de la fecha de este pagaré.
years from the date of this promissory note.

Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el
Said promissory note is given as evidence of a loan made by the-----

Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados
Government to the borrower pursuant to the law of the Congress of the United-----

Unidos de América denominada "Consolidated Farm and Rural Development Act
States of America known as "Consolidated Farm and Rural Development Act-----

of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según
of 1961" or pursuant to "Title V of the Housing Act of 1949, as-----

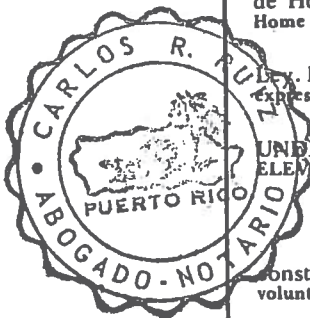
han sido enmendadas y está sujeto a los presentes reglamentos de la Administración
amended, and is subject to the present regulations of the Farmers-----

de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha
Home Administration and to its future regulations not inconsistent with the-----

De cuya descripción, yo, el Notario Autorizante, DOY FE.
Express provision thereof. Of which description I, the authorizing Notary, GIVE FAITH.

UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se
ELEVENTH: That the property object of this deed and over which-----

constituye Hipoteca Voluntaria, se describe como sigue:-----
voluntary mortgage is constituted, is described as follows:-----



--RUSTICA: parcela de terreno marcada con el número---
 Catorce, sita en el Barrio Vivé Arriba del término mu-
 nicipal de Utuado, Puerto Rico, compuesta de TREINTA Y---
 OCHO CUERDAS con MIL TRESCIENTOS CUARENTA Y CINCO DIEZ---
 MILESEMAS DE OTRA (38.1345), equivalentes a catorce hec-
 táreas, noventa y ocho áreas, ochenta y tres punto ochen-
 ta y tres centiáreas, en LINDES: por el Norte, con la---
 parcela número --17-; por el Este, con la parcela núme-
 ro quince y terrenos de Abraham Irizarry; y al Oeste,---
 con un camino que la separa de la parcela número once.---
 y por el Sur, con la parcela Número Trece.-----
 --INSCRITA al folio quince del tomo trescientos once de
 Utuado, finca número DOCE MIL CUATROCIENTOS QUINCE, ins-
 cripción primera.-----

Adquirió el prestatario la descrita finca por compra a la Sucesión de
 Borrower acquired the described property by
 don José Domingo Montalvo Guzmán -----

según consta de la Escritura Número ^{Trescientos} Treinta y Uno,-----
 pursuant to Deed Number Three Hundred Thirty One,-----

de fecha veintinueve de diciembre de mil novecientos ochenta y seis,--
 dated December twenty nine, nineteen hundred eighty six,-----

otorgada en la ciudad de Utuado, Puerto Rico-----
 executed in the city of Utuado, Puerto Rico-----

ante el Notario CARLOS R. RUIZ-----
 before Notary CARLOS R. RUIZ-----

Dicha propiedad se encuentra afecta a una hipoteca a favor de
 Said property is affect by a mortgage for the sum of ONE----

el Estado Libre Asociado de Puerto Rico por la cantidad
 THOUSANDS SIX HUNDRED THIRTY SIX DOLLARS for the Estado
 MIL SEISCIENTOS TREINTA Y SEIS DOLARES (\$1,636.00)-----
 Libre Asociado de Puerto Rico.-----

DUODECIMO: Que comparecen en la presente escritura como Deudores Hipote-
 TWELFTH: The parties appearing in the present deed as Mortgagors-----

carios LOS ESPOSOS DON DOMINGO MONTALVO ARROYO Y DOÑA-----
 are MR. DOMINGO MONTALVO ARROYO AND MRS. NELIDA RAMOS
 NELIDA RAMOS ACEVEDO, mayores de edad, propietarios y
 ACEVEDO, of legal age, owners and resident in Utuado,
 vecinos de Utuado, Puerto Rico,-----
 Puerto Rico.-----

cuya dirección postal es: HC-01 Box 3424, Utuado, Puerto Rico
 whose postal address is: HC-01 Box 3424, Utuado, Puerto Rico-----

00761-----

00761-----



DECIMO TERCERO: El importe del préstamo aquí consignado se usó ó será usado
 THIRTEENTH: The proceeds of the loan herein guaranteed was used or will be used-----

Forma FmHA 427-1PR
(10-82)

para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalaciones
for agricultural purposes and the construction and/or repair or improvement of the physical

físicas en la finca(s) descrita(s).-----
installations on the described farm(s).-----

DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc-
FOURTEENTH: The borrower will personally occupy and use any structure-----

tura que haya sido construída, mejorada o comprada con el importe del préstamo
constructed, improved or purchased with the proceeds of the loan-----

aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos
herein guaranteed and shall not lease or use for other purposes said structure unless-----

que el Gobierno lo consienta por escrito. La violación de esta clausula como la
the Government so consents in writing. Violation of this clause as well as-----

violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el
violation of any other agreement or clause herein contained will cause-----

vencimiento de la obligación como si todo el término hubiese transcurrido y en
the debt to become due as if the whole term had elapsed and the-----

aptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la
Government at its option may declare due and payable the loan and proceed to-----

ejecución de la hipoteca.-----
the foreclosure of the mortgage.-----

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción
FIFTEENTH: This mortgage expressly extends to all construction-----

o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construc-
or building existing on the farm(s) hereinafore described and all improvement,-----

ción o edificación que se construya en dicha finca(s) durante le vigencia del prés-
construction or building constructed on said farm(s) while the-----

tamo hipotecario constituido a favor del Gobierno, verificada por los actuales
mortgage loan constituted in favor of the Government is in effect, made by the present-----

dueños deudores o por sus cesionarios o causahabientes.-----
owners or by their assignees or successors.-----

DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada
SIXTEENTH: The mortgagor by these presents hereby waives jointly and-----

y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o
severally for himself and on behalf of his heirs, assignees, successors or-----

representantes a favor del acreedor (ADministración de Hogares de Agricultores),
representatives, in favor of mortgagee (Farmers Home Administration)-----

cualquier derecho de Hogar Seguro (Homestead) que en el present o en el futuro
any Homestead right (Homestead) that presently or in the future-----

pudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios
he may have in the property described in paragraph eleventh and in the buildings-----

allí enclavados o que en el futuro fueran construídos; renuncia esta permitida
thereon or which in the future may be constructed; this waiver being permitted-----

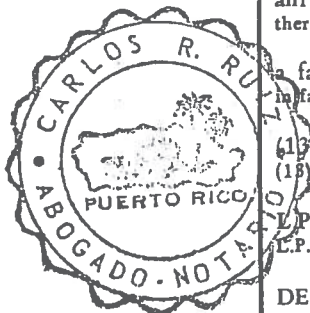
a favor de la Administración de Hogares de Agricultores por la Ley Número trece
in favor of the Farmers Home Administration by Law Number Thirteen-----

(12) del veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31
(12) of the twenty-eights of May, nineteen hundred sixty-nine (1969) (31-----

L.P.R.A. 1851)-----
L.P.R.A. 1851).-----

DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual-
SEVENTEENTH: Mortgagee and mortgagor agree that any-----

quier estufa, horno, calentador comprado o financiado total o parcialmente con
stove, oven, water heater, purchased or financed completely or partially with-----



fondos del préstamo aquí garantizado, se considerará e interpretará como parte
funds of the loan herein guaranteed, will be considered and understood to form part-----

de la propiedad gravada por esta Hipoteca.-----
of the property encumbered by this Mortgage.-----

DECIMIO OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse
EIGHTEENTH: The mortgagor agrees and obligates himself to move-----

y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta
and occupy the property object of this deed within the following sixty-----

días a partir de la fecha de la inspección final; y en caso de circunstancias impre-
days from the date of final inspection, and in the event of unforeseen circumstances-----

vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo
beyond his control which would impede him to do so, he will-----

notificará por escrito al Supervisor Local.-----
notify it in writing to the County Supervisor.-----

DECIMO NOVENO: Toda mejora, construcción o edificación que se construya
NINETEENTH: All improvement, construction or building constructed-----

en dicha finca durante la vigencia antes mencionada deberá ser construída previa-
on said farm(s) during the term hereinbefore referred to, must be made with the previous-----

autorización por escrito del acreedor hipotecario conforme a los reglamentos pre-
consent in writing of mortgagee in accordance with present regulations-----

sentes y aquellos futuros que se promulguen de acuerdo a las leyes federales y
or future ones that may be promulgated pursuant to the federal and-----

locales no inconsistentes o incompatibles con las leyes actuales que gobiernan
local laws not inconsistent or incompatible with the present laws which govern-----

estos tipos de préstamos.-----
these types of loans.-----

VIGESIMO: Este instrumento garantiza asimismo el rescate o recuperación de
TWENTIETH: This instrument also secures the recapture of-----

cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios
any interest credit or subsidy which may be granted to the borrower(s) by the-----

por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código
Government pursuant to Forty-Two-----

de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C. 1490a)-----
U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)-----

VIGESIMO PRIMERO: Los fondos del préstamo se usarán--
para lo siguiente: Compra de una finca de TREINTA Y
OCHO CUERDAS con MIL TRESCIENTOS CUARENTA Y CINCO DIEZ
MILESIMAS DE OTRA en el Barrio Viví Arriba de Utuado y
para mejoras a la misma.-----



Forma FmHA 427-1PR

(10-82)

-----ACEPTACION-----
ACCEPTANCE

El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez
The appearing party (parties) ACCEPT(S) this deed in the manner drawn once-----

yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.-----
I, the authorizing Notary, have made to him (them) the pertinent legal warnings.-----

Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s)
So they say and execute before me, the authorizing Notary, the appearing party (parties)-----

sin requerir la presencia de testigos después de renunciar su derecho a ello del que
without demanding the presence of witnesses after waiving his (their) right to do so of which

le(s) advertí.-----
I advised him (them).-----

Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n)
After this deed was read by the appearing party(parties) he (they) ratify its-----

en su contenido, pone(n) sus iniciales en cada uno de los folios de esta escritura
contents, place(s) his (their) initials on each of the folios of this deed-----

incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY
including the last one, and all sign before me, the authorizing Notary who GIVES-----

FE de todo el contenido de esta escritura.-----
FAITH to everything contained in this deed.-----

--FIRMADOS:--Domingo Montalvo Arroyo.--Nélida Ramos Acevedo-----

--FIRMADO, SIGNADO, SELLADO Y RUBRICADO, CARLOS R. RUIZ,-----

--Hay en el original debidamente cancelado el sello correspondiente
de Impuesto Notarial del Colegio de Abogados de Puerto Rico, DOY FE.

--CERTIFICO: Que la precedente es una copia fiel y exacta de su
original obrante en mi Protocolo Notarial de Instrumentos Públicos
del corriente año, al que me remito. En fe de ello, y para entre-
gar a la Farmers Home Administration, expido esta primera copia
certificada, hoy propio día de su otorgamiento, DOY FE.-----



Retirado, 14 de enero de 1987

Transmito este documento al folio 18
del tomo 311 de Utuado, pines # 12, 415, insc.
62. Se halla afuera a hipoteca a favor
de Estado Libre Asociado de P.R. por
\$1,636.00, y a la hipoteca que com-
prende este documento. Utuado, P.R. a
27 de enero de 1987.

Exent.

Juan M. de la Higuera
Legislador. JMB

H. Rafael Las
County Supervisor, FHH

MAR 27 1987

CERTIFICATION

I, Juan M. Ortiz Serbiá, of legal age, married,
a resident of Guayama, Puerto Rico. In my
official capacity as State Executive Director of
the Farm Service Agency, U.S. Department of
Agriculture, hereby declare under penalty of
perjury that this is a true and exact copy of the
original document which I have under my
custody.

San Juan, Puerto Rico


JUAN M. ORTIZ SERBIÁ
State Executive Director

NUMBER FIFTY-FOUR

SALE ASSUMING MORTGAGE AND MORTGAGE MODIFICATION

In the city of Utuado, Puerto Rico, on March twenty-seven, nineteen ninety-eight

IN MY PRESENCE

MIGUEL TORRES MALDONADO, Attorney and Notary Public in Puerto Rico, with residence and offices in this city of Utuado, Puerto Rico

THERE NOW APPEAR

AS THE FIRST PARTY: THE SPOUSES, CONCEPCION CORDERO CAMACHO AND ROSIN ECHEVARRIA QUIÑONES, both of legal age, property owners and residents of Utuado, Puerto Rico, Social Security numbers five, eight, three, twelve, eighty-seven, forty-eight (583-12-8748) and three, eighteen, fifty, sixty-four, eighty-eight (318-50-6488).

AS THE SECOND PARTY: MR. SERGIO CELSO VELES ORTIZ, of legal age, property owner and resident of Utuado, Puerto Rico, Social Security number five, eighty-two, twenty-seven, eighty-three, thirty-five (582-27-8335).

AND AS THE THIRD PARTY: The UNITED STATES OF AMERICA, acting through the Administrator of the Farmers Home Administration, in accordance with the dispositions of the Congress law titled "Consolidated Farmers Home Administration Act of 1961" and/or Housing Law of 1949, as amended, with headquarters in Washington, District of Columbia, United States

of America, represented herein by MR. JEAN PIERRE GIULIANI GIORGI, who is of legal age, married to Nilda Enid Rivera Gonzalez, Credit Manager of the Farm Service Agency of the United States Department of Agriculture, social security number five, eighty-two, forty-five, twenty-six,

zero, four (582-45-2604) and resident of Jayuya, Puerto Rico, whose credentials appear duly recorded in the Property Registry. Employment identification number 896-106-4906.

I personally KNOW the parties and their personal circumstances by their statements. In my judgment they have the necessary legal capacity to execute this deed, thus, freely and voluntarily,

THEY DECLARE

FIRST: That the appearing first parties state that they are the owners of the following properties:

RURAL: Plot of land number fourteen (15), located in Barrio Vivi Arriba in the municipality of Utuado, Puerto Rico, consisting of THIRTY-EIGHT CUERDAS¹ AND ONE THOUSAND THREE HUNDRED FORTY-FIVE ten thousandths of one cuerda (38.1345 cuerdas) equivalent to fourteen hectare, eighty-three point eighty-three centiares. It has the following boundaries: to the NORTH, with the plot of land number eleven; to the SOUTH, with the plot of land number thirteen; and to the WEST, with a road separating it from the plot of land number eleven.

It is registered on page fifteen (15) volume three hundred eleven (311) of Utuado, farm number twelve thousand four hundred fifteen (12,415).

SECOND: The first appearing parties acquired the above mentioned property as described in deed number one hundred seventy-two (172), executed in Utuado, Puerto Rico on August twenty-eight, nineteen ninety before Public Notary.

THIRD: It is encumbered by a mortgage to the order of the United States of America, originally in the amount of thirty-seven thousand dollars (\$37,000.00) furnished on December twenty-nine of nineteen eighty-six through deed number three hundred thirty-two (332) before the notary Carlos R. Ruiz in the city of Utuado, Puerto Rico. This mortgage was modified previously through deed number one hundred seventy-two (172) executed in Utuado, Puerto Rico on August twenty-eight of nineteen ninety (1990) before the notary Miguel Torres Maldonado to have a new principal in the amount of forty-two thousand four hundred ninety-one and thirty-four cents (42,491.34)

As of this date, said encumbrance has a cumulated principal of forty-two thousand four hundred

¹ Translator's note: A cuerda is equivalent to 0.971 acres, 3,930.39 meters squared, and 42,291 squared feet.

fifty-five dollars and eighty-nine cents (\$42,455.89) and accrued interests that amount to fifteen thousand four hundred seventy-eight dollars and eighty-five cents (\$15,478.85) to make a total debt of fifty-seven eight hundred seventy-four dollars and seventy-four cents (\$57,874.74).

FOURTH: That after having an agreement between the first and the second appearing parties with regard to sale of the above mentioned property, they proceed to formalize the sale contract that they have agreed upon and they carry this transaction out pursuant to the following:

CLAUSES

(One) The appearing first parties CEDE, SELL and TRANSFER to the appearing second parties the property above described for the convened price of TWENTY-SEVEN ONE HUNDRED NINETY DOLLARS (\$27,190.00). Said amount is equivalent to the real market value of this property according to

the appraisal thereof made by the third appearing party and which amount of money the second appearing parties will assume from the mortgage that encumbers this property and which was previously described and will be readjusted and modified hereunder.

MORTGAGE MODIFICATION

First: The third appearing party states that the appraisal they conducted on the property object of this sale showed a market real value of twenty-seven thousand one hundred ninety dollars (\$27,190.00), and by the capacities bestowed by the law and regulations of the Agency that represents the United States of America, is hereby releasing the debtor from the payment of the difference that represents the real value of the property and the cumulated debt as of this day, this is, the amount of thirty thousand six hundred eighty-four dollars and seventy-four cents (\$30,684.74),

and authorizes the buyers as well, once this debt is restructured into a balance of twenty-seven thousand one hundred ninety dollars (\$27,190.00), to assume the payment of this debt to the order of the United States of America, thus it hereby authorizes to modify the mortgage as follows:

1) The second appearing party, with the express consent of the third party, hereby amends the mortgage originally contracted and subsequently modified according to the established in this deed, so that it has a new amount of principal of twenty-seven thousand one hundred ninety dollars (\$27,190.00) instead of forty-two thousand four hundred fifty-five dollars and eighty-

nine cents (\$42,455.89) as previously modified.

2) The mortgage originally contracted and subsequently modified is hereby amended so that its maturity is in forty (40) counting from the date of this modification.

3) The mortgage is also amended so that it accrues interests at the annual rate of five percent (5%).

4) The mortgage originally contracted and subsequently modified is hereby amended so that in the first public auction to be held in case of foreclosure the property would have a base value of twenty-seven thousand one hundred ninety dollars (\$27,190.00).

5) The mortgage is hereby amended so that the new amount of principal of twenty-seven thousand one hundred ninety dollars (\$27,190.00) is paid as follows:

One installment of three hundred dollars (\$300.00) on January first of the year nineteen ninety-nine, and subsequent installments of three hundred dollars (\$300.00) on January first of the years two thousand and two thousand one; and annual installments of one thousand seven hundred sixty-two dollars (\$1,762.00) on January first of every year until the final installment which will be due on March first of the year two thousand thirty-eight (2038).

OTHER CONSIDERATIONS

ONE: As this involves a Limited Resources loan, as indicated in the promissory note, the Government may change the interest rate, in accordance with Farmers Home Administration regulations.

TWO: The appearing third party, gives me, the Notary, the promissory note secured by the aforementioned mortgage and once it has been identified by me, the Notary, and I have

ascertained that it is the same promissory note signed by the original debtors, I proceed to attach to said promissory note an annotation stating that the obligation therein evidenced has been modified in accordance to the terms and conditions set forth in this deed, and said note reads as follows:

"This obligation has been modified so that its maturity is set to forty (40) years from this modification, accruing interest at the annual rate of five percent (5%). Should the first public auction is held in the event of foreclosure it shall be liable in the amount of twenty-seven thousand one hundred ninety dollars (\$27,190.00) to which principal modifies into. This mortgage is hereby amended so that the new amount of principal of twenty-seven thousand one hundred ninety dollars (\$27,190.00) is paid in one installment of three hundred dollars (\$300.00) on January first of the year nineteen ninety-nine, and subsequent installments of three hundred dollars (\$300.00) on January first of the years two thousand and two thousand one; and annual installments of one thousand seven hundred sixty-two dollars (\$1,762.00) on January first of every year until the final installment which will be due on March first of the year two thousand thirty-eight (2038).

THREE: All the clauses and conditions set forth in the original mortgage deed and the previous modification that were not amended or modified in this proceeding, shall remain valid and in full effect.

FOURTH: That the appearing second party submitted his candidacy to the Farmers Home Administration to receive the benefits of the US Congress Law titled "Consolidated Farmers Home Administration Act of 1961", and after satisfying all the formalities, he was approved to receive said benefits, acquire the property and maintain the mortgage herein modified.

FIFTH: The appearing second party herein become and acknowledges himself as the sole and principal payer of the mortgage debt contracted by the SELLERS with the United States of America, and he herein subrogates all his rights and obligations to the United States of America for the total amount of the debt.

SIXTH: It is hereby stated that the clause that indicate that one parties is acting through the Farmers Home Administration, it should only say: "Only the debtor has an obligation with the United States of America."

SEVENTH: The appearing second party hereby states that he is personally well informed of each and every one of the obligations, clauses and stipulations set forth in the promissory note and in the mortgage deed, and hereby, clearly and solemnly obligates himself to comply with all of said terms, clauses and conditions contained therein as if he was the original executor. He also agrees to uphold the rules and regulations that govern these types of loan granted by the Farmers Home Administration and/or the Secretary of Agriculture of the United States of America, in accordance with the dispositions of the US Congress law titled "Consolidated Farmers Home Administration Act of 1961", and he thus releases the appearing first parties from all obligations or debts pertaining to said loan, promissory note and mortgage.

The parties accept this deed as written, having found it conforms to their agreement.

I, the Notary, have given the parties the pertinent legal warning for the execution of this deed,

and prior reading of it out loud to the parties they find its contents acceptable, thus they proceed to ratify it, sign it, and to place their initials on each and every page herein. I, the Notary, BEAR WITNESS.

SIGNED: CONCEPCION CORDERO CAMACHO
SIGNED: ROSIN ECHEVARRIA QUINONES
SIGNED: SERGIO CELSO VELEZ ORTIZ
SIGNED: JEAN PIERRE GIULIANI GIORGI

SIGNED, SEALED, ENDORSED AND STAMPED: MIGUEL TORRES MALDONADO,
PUBLIC NOTARY.

The proper seals of Income Tax and Notarial Tax of the State Bar of Puerto Rico are cancelled in the original and in the certified copy accordingly.

Each and every one of the pages of the original has the initials of the executors, as well as the Notary's endorsement.

I CERTIFY: That this is a true and exact certified copy of the original, which under the number 54 is filed in my protocol of public instruments, to which I refer. And for delivery to Sergio Celso Velez Ortiz, I issue this copy in Utuado, Puerto Rico today the day of its execution. This deed consists of 8 pages.

[Signature]
Public Notary
[SEAL]

It is recorded on page 121, volume 443 of Utuado, 8th entry, farm # 12,145. It is encumbered by a mortgage to the order of the United States of America in the amount of \$51,000.00.
Utuado on May 11, 1998

Fees: \$72.50

[Signature]
Recorder

I Certify [illegible]
[Signature]
7/16/98

CERTIFICATE

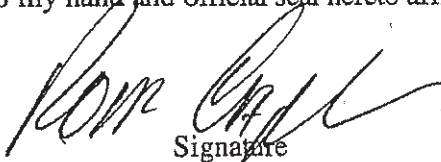
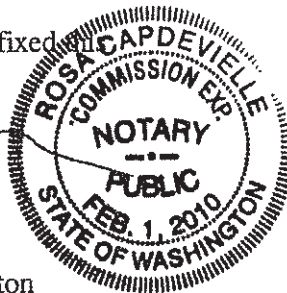
I hereby certify that the attached Deed of Sale Assuming Mortgage and Mortgage Modification is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 1st day of June of 2007.



Nicole Harris
Certified Translator and Interpreter

WITNESS my hand and official seal hereto affixed.


Signature

Print Name: Rosa Capdevielle
Notary Public in and for the State of Washington
My appointment expires: 02/01/2010

-----ESCRITURA NUMERO CINCUENTA Y CUATRO-----

-----COMPRAVENTA, RECONOCIMIENTO DE-----
-----OBLIGACION Y MODIFICACION DE HIPOTECA-----

--En la Ciudad de Utuado, Puerto Rico, a los veinti-
siete días de marzo de mil novecientos noventa y--
ocho,-----

----- ANTE MI-----

MIGUEL TORRES MALDONADO, Abogado y Notario Público-
de Puerto Rico, con residencia, vecindad y estudio--
abierto en esta Ciudad de Utuado, Puerto Rico-----

-----COMPAHECEN-----

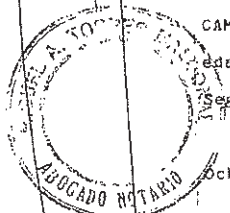
DE LA PRIMERA PARTE:--Los esposos CONCEPCION CORDERO-
CAMACHO Y ROSIN ECHEVARRIA QUINONES, mayores de--
edad, propietarios y vecinos de Utuado, Puerto Rico
Seguro Social números

Ocho--

DE LA SEGUNDA PARTE:--SERGIO CELSO VELEZ ORTIZ, mayor
de edad, soltero, propietario y vecino de Utuado,--
Puerto Rico, Seguro Social número

DE LA TERCERA PARTE:--ESTADOS UNIDOS DE AMERICA,-----
actuando y a través de la Administración de Hogares--

Agricultores, a tenor con las disposiciones de--
Leyes del Congreso tituladas "Consolidated--
Federal Home Administration Act of 1961" y/o Ley de--
Hogares de 1949, según ha sido enmendadas, con ofi--
cinas principales en Washington, Distrito de Colum--
bia, Estados Unidos de América, representado en este



acto por don JEAN PIERRE GIULIANI GIORGI, mayor de--
edad, casado con Nilda Enid Rivera González, Gerente
de Crédito, Agencia de Servicios al Agricultor, ---
Departamento de Agricultura Federal, Seguro Social--
número

, y vecino de Jayuya, Puer-
to Rico, cuyas facultades constan de la delegación--
de poder conferida por el Administrador de la Admi-
nistración de Hogares de Agricultores y cuyas facul-
tades constan debidamente acreditadas en el Registro
de la Propiedad. Seguro Social Patronal número-----
896-106-4906.-----

--CONOZCO personalmente a los comparecientes y por--
sus dichos sus circunstancias personales. Tienen a--
mi juicio la capacidad legal necesaria para este---
otorgamiento y en tal virtud, libremente-----

EXPONEN-----

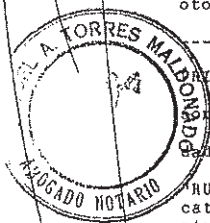
PRIMERO:--Que los comparecientes de la primera parte--
dueños en pleno dominio de la siguiente propie-
dad:-----

RUSTICA:--Parcela de terreno marcada con el número--
catorce (14) sita en el Barrio Viví Arriba del tér-
mino municipal de Utuado, Puerto Rico, con una cabi-
da superficial de TREINTA Y OCHO UCERDS CON MIL TRES
CIENTOS COARENTA Y CINCO diez milésimas de otra---
(38.1345 cds.) equivalentes a catorce hectáreas,---
noventa y ocho áreas y ochenta y tres punto ochenta-
y tres centiáreas, en LINDES:--por el Norte, con la--
parcela número diez y siete; por el Este, con la---
parcela número once y por el Sur con la parcela núme-
ro trece y por el Oeste, con camino que la separa de
la parcela número once".-----

--Inscrito al folio quince (15) del tomo trescientos
once (311) de Utuado, finca número doce mil cuatro-
cientos quince (12,415).-----

SEGUNDO:--Adquirieron los comparecientes de la prime-
ra parte la antes descrita propiedad según surge de--

escritura pública número ciento setenta y dos---
de 1972, otorgada en Utuado, Puerto Rico el día veinti-
ocho de agosto de mil novecientos noventa ante el---
Notario Fedante.-----



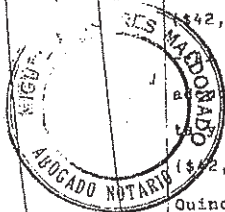
TERCERO:--Se halla afecta a una hipoteca a favor de--
los Estados Unidos de América originalmente por la--
suma de Treinta y Siete Mil Dólares (\$37,000.00)---
constituida el día veintinueve de diciembre de mil--
novecientos ochenta y seis mediante la escritura---
número trescientos treinta y dos (332) ante el Nota-
rio Carlos R. Ruiz en la Ciudad de Utuado, Puerto---
Rico, cuya hipoteca fue posteriormente modificada---
mediante la escritura pública número ciento setenta-
y dos (172) otorgada en Utuado, Puerto Rico el día--
veintiocho de agosto de mil novecientos noventa ante
el Notario Miguel Torres Maldonado para un nuevo---
principal de Cuarenta y Dos Mil Cuatrocientos Noventa
y Un Dólares con Treinta y Cuatro Centavos-----
(\$42,491.34).-----

día de hoy este gravamen tiene un principal---
adeudado de Cuarenta y Dos Mil Cuatrocientos Cincuen-
ta y Cinco Dólares con Ochenta y Nueve Centavos---
(\$42,455.89) e intereses acumulados ascendentes a---
Quince Mil Cuatrocientos Diez y Ocho Dólares con---
Ochenta y Cinco Centavos (\$15,418.85) para un total-
adeudado de Cincuenta y Siete Mil Ochocientos Seten-
ta y Cuatro Dólares con Setenta y Cuatro Centavos---
(\$57,874.74).-----

CUARTO:--Que teniendo convenida los comparecientes de
la primera parte con el compareciente de la segunda-
parte la compraventa del inmueble antes descrito, la
llevan a efecto bajo las siguientes-----

-----CLAUSULAS-----

UNA:--Los comparecientes de la primera parte CEDEN,-
VENDEN Y TRASPASAN a favor del compareciente de la--
segunda parte el inmueble antes descrito por el con-
venido precio de VEINTISIETE MIL CIENTO NOVENTA DOLA-
RES (\$27,190.00) suma de dinero que resulta ser el--
valor real en el mercado de este inmueble según-----



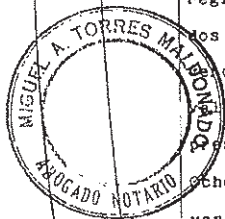
tasación del mismo realizada por la compareciente de la tercera parte y cuya suma de dinero los comparecientes de la segunda parte asumirán de la hipoteca que grava este inmueble descrita anteriormente y que se reajustará y modificará más adelante.

DOS:-El compareciente de la segunda parte asume el pago de cualquier contribución a que se halle afectada esta propiedad hasta el día de hoy.

-----MODIFICACION DE HIPOTECA-----

Primera:- Manifiesta el compareciente de la Tercera parte que tasado por ellos el inmueble objeto de esta compraventa, el mismo reflejó un valor real de Veintisiete Mil Ciento Noventa Dólares (\$27,190.00) y por las facultades que le confiere las leyes y reglamentos de la Agencia que representa a los Estados Unidos de América, está relevando a la parte vendedora del pago del diferencial que representa el valor real del inmueble y la deuda acumulada al presente o sea, la suma de Treinta Mil Seiscientos Ochenta y Cuatro Dólares con Setenta y Cuatro Centavos (\$30,684.74), y así mismo autoriza a los compradores una vez re-estructurada esta deuda a un balance de Veintisiete Mil Ciento Noventa Dólares (\$27,190.00) que asuman el pago de este balance con Estados Unidos de América, por lo que autorizan la modificación de hipoteca que así se pasa a relacionar:

1) El compareciente de la segunda parte con el permiso expreso del compareciente de la Tercera Parte enmienda la hipoteca originalmente constituida y posteriormente modificada según se relaciona en esta escritura para que la misma tenga un nuevo principal de Veintisiete Mil Ciento Noventa Dólares (\$27,190.00) en vez de Cuarenta y Dos Mil Cuatrocientos Cincuenta y Cinco Dólares con Ochenta y Nue-



ve Centavos (\$42,455.89) como fue anteriormente modificada.

1) Se enmienda la hipoteca originalmente constituida y posteriormente modificada para que venza a los cuarenta (40) años a partir de esta modificación.

3) Se enmienda la misma a los efectos de que devengue intereses a razón del cinco por ciento (5%) anual.

4) Se enmienda la hipoteca originalmente constituida y posteriormente modificada para que en caso de la primera subasta que deba celebrarse en caso de ejecución responda por la suma de Veintisiete Mil Ciento Noventa Dólares (\$27,190.00).

5) Se enmienda la hipoteca a los efectos de que el nuevo principal de Veintisiete Mil Ciento Noventa Dólares (\$27,190.00) sea satisfecha de la siguiente

forma:-----
 pago de Trescientos Dólares (\$300.00) el día primero de enero del año mil novecientos noventa y nueve, así mismo pagos de Trescientos Dólares (\$300.00) los días primero de enero del año dos mil y dos mil uno; y pagos anuales de Mil Setecientos Sesenta y Dos Dólares (\$1,762.00) el día primero de enero de cada año, hasta el pago final que vencerá el día primero de marzo del año dos mil treinta y ocho (2038).

-----OTRAS CONSIDERACIONES-----

UNA:--Por tratarse de un préstamo de recursos limitados, según indicado en el pagaré, el Gobierno puede cambiar el por ciento de interés de acuerdo a los reglamentos de la Administración de Hogares de Agricultores.

DOS:--En este acto, el compareciente de la Tercera Parte me muestra a mí el Notario el pagaré original a que se ha hecho referencia en esta escritura y cerciorándome Yo, de que se trata del documento

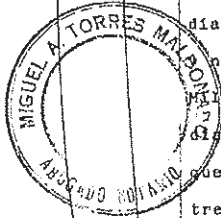


original firmado por los deudores originales, procedo a anexarle al mismo una nota de que la obligación en él reseñada ha sido modificada según los términos y condiciones de la presente escritura, cuya nota lee como sigue:-----

"Modificada esta obligación a los efectos de que venza a los cuarenta (40) años de esta modificación, devengando interés al cinco por ciento (5%) anual. En caso de la primera subasta que deba celebrarse en caso de ejecución responda por la suma de Veintisiete Mil Ciento Noventa Dólares (\$27,190.00) a cuyo principal se modifica. Se modifica esta hipoteca a los efectos de que el nuevo principal de Veintisiete Mil Ciento Noventa Dólares (\$27,190.00) sea satisfecha en un pago de Trescientos Dólares (\$300.00) el día primero de enero del año mil novecientos noventa y nueve, dos mil y dos mil uno y pagos anuales de Mil Setecientos Sesenta y Dos Dólares (\$1,762.00) el día primero de enero de cada año hasta el pago final que vencerá el día primero de marzo del año dos mil treinta y ocho (2038).-----

TRES:- Todas las cláusulas y condiciones expresadas en la escritura de hipoteca original y la modificación anterior que no hayan sido cambiadas o modificadas en este acto, quedarán válidas y subsistentes.-----

CUARTO:-Que sometida a la consideración de la Administración de Hogares de Agricultores la candidatura del compareciente de la segunda parte para recibir los beneficios de la Ley del Congreso "Consolidated Farmers Home Administration Act of Nineteen Sixty One (1961) y previo los trámites de rigor, fue aprobado para recibir los beneficios y adquirir la propiedad y continuar pagando la hipoteca aquí modificada.-----



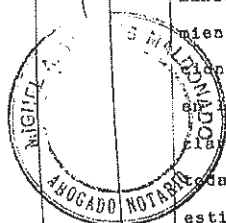
QUINTO:--El compareciente de la segunda parte por la presente reconoce y se constituye como único y principal pagador de la deuda hipotecaria que con los Estados Unidos de América tenían los vendedores y-- por la presente se subroga en todos sus derechos y-- obligaciones para con los Estados Unidos de América-- por la suma total adeudada.)-----

SEXTO:--Se hace constar que las cláusulas donde se indica que se actúa por conducto de la Administración de Hogares de Agricultores, debe decir solamente "El deudor viene obligado para con los Estados Unidos de América".-----

SEPTIMO:--El compareciente de la segunda parte sigue manifestando que es de su propio y personal conocimiento todas y cada una de las cláusulas y estipulaciones contenidas en el pagaré y también contenidas en la escritura de hipoteca y en este acto, en forma clara, solemne y terminante se obliga a cumplir-----

todas y cada una de dichas cláusulas, condiciones y estipulaciones como si él hubiera sido el otorgante original así como también se obliga y compromete a acatar las reglas y reglamentos que gobiernan los préstamos de esa naturaleza, concedidos por la Administración de Hogares de Agricultores y/o el Administrador de la Administración de Hogares de Agricultores y/o el Secretario de Agricultura de los Estados Unidos de conformidad con lo dispuesto en la Ley del Congreso "Consolidated Farmers Home Administration Act of Nineteen Sixty One (1961) y en consecuencia releva de toda deuda u obligación el dicho pagaré, préstamo e hipoteca a los comparecientes de la primera parte.)-----

--Los comparecientes aceptan esta escritura en la forma redactada por hallarla conforme a lo convenido.
--Les hice las advertencias de Ley pertinentes al---



otorgamiento y previa lectura que de la misma hice a los comparecientes en alta voz, la encontraron conforme y en su contenido se ratifican firmándola ante mí todos, de todo lo cual y de cuanto contiene este instrumento público, Yo, El Notario, DOY FE.-----



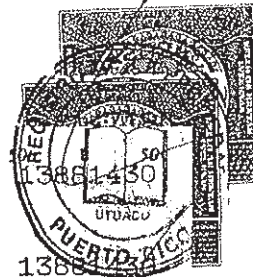
--FIRMADO:- CONCEPCION CONDERO CAMACHO.
--FIRMADO:- ROSIN ECHEVARRIA QUINONES.
--FIRMADO:- SERGIO CELSO VELEZ ORTIZ.
--FIRMADO:- JEAN PIERRE GIULIANI GIORGI.

FIRMADO, SIGNADO, RUBRICADO Y SELLADO MIGUEL TORRES-
MALDONADO, NOTARIO PUBLICO.

--Cancelados en el original y en la copia certifica-
da de esta escritura los correspondientes sellos--
de Rentas Internas y del Impuesto Notarial del Cole-
gio de Abogados de Puerto Rico--
--Estampadas en todos y cada uno de los folios del--
original las iniciales de los otorgantes--
y la rúbrica del Notario.

--CERTIFICO:-Que la que precede es primera copia--
certificada de su original que bajo el número 54--
obra en mi protocolo de instrumentos públicos al--
cual me remito y para entregar a Sergio Celso--
Vélez Ortiz--
expido la presente en Utuado, Puerto Rico--
hoy día de su otorgamiento. Esta escritura consta--
de 08 folios.

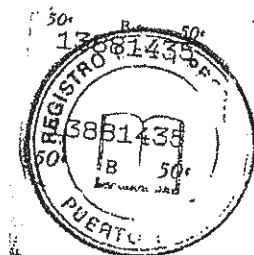
NOTARIO PUBLICO



50¢ B 50¢

Inscrito al folio 121 del
tomo 443 del *Registro*, ms.
8va, finca #12475. Afecta
a la hipoteca a favor
de E. U. A. por la suma
de \$37,000.00. Otorgado a
11 de mayo de 1998.
Donde *Donde* *Donde*
No. 1250 *Registrado*
20142001.

Certifico con esto
fin *7/10/98*



CERTIFICATION

I, Juan M. Ortiz Serbiá, of legal age, married,
resident of Guayama, Puerto Rico. In my
official capacity as State Executive Director of
the Farm Service Agency, U.S. Department of
Agriculture, hereby declare under penalty of
perjury that this is a true and exact copy of the
original document which I have under my
custody.

San Juan, Puerto Rico

[Signature]
JUAN M. ORTIZ SERBIÁ
State Executive Director

TITLE SEARCH**ESTUDIOS DE TITULO
SEGUROS DE TITULO**

P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467
 TELS. (787) 748-1130 / 748-8577 • FAX (787) 748-1143
 estudios@eagletitlepr.com

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.

**CLIENT: SERGIO CELSO VÉLEZ ORTIZ****REF: 1521.244****BY: TAIMARY ESCALONA**

PROPERTY NUMBER: 12,415, recorded at page 15 of volume 311 of Utuado, Registry of the Property of Puerto Rico, section of Utuado.

DESCRIPTION: (As it is recorded in the Spanish language)

RÚSTICA: Parcela de terreno marcada con el número catorce, sita en el barrio Viví Arriba del término municipal de Utuado, compuesta de **treinta y ocho cuerdas con mil trescientos cincuenta y cinco milésimas de otra, equivalentes a catorce hectáreas, noventa y ocho áreas ochenta y tres punto ochenta y tres centiáreas**, en lindes por el **NORTE**, con la parcela número diecisiete; al **SUR**, con la parcela número trece; al **ESTE**, con la parcela número quince y terrenos de Abraham Irizarry; y al **OESTE**, con un camino que la separa de la parcela número once.

ORIGIN:

It is segregated from property number 6,406, recorded at page 15, volume 207 of Utuado.

TITLE:

This property is registered in favor of SERGIO CELSO VÉLEZ ORTIZ, single, who acquired it by purchase from Concepción Cordero Camacho and his wife Rosín Echevarría Quiñones, at a price of \$27,190.00, pursuant to deed #54, executed in Utuado, Puerto Rico, on March 27, 1998, before Miguel Torres Maldonado Notary Public, recorded at page 121 of volume 443 of Utuado, property number 12,415, 8th inscription.

Presented on May 4, 1998

Recorded on May 11, 1998

LIENS AND ENCUMBRANCES:

I. By reason of its origin this property is free of liens and encumbrances

II. By reason of itself this property is encumbered by the following:

1. **MORTGAGE:** Constituted by Domingo Montalvo and his wife Nérida Ramos, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$37,000.00, with 5% annual interests, due on 40 years, constituted by deed #332, executed in Utuado, Puerto Rico, on December 29, 1986, before Carlos R. Ruíz Notary Public, recorded at page 18 of volume 311 of Utuado, property number 12,415, 6th inscription.

Presented and recorded on January 27, 1987

2. Reamortized and modified the mortgage of \$37,000.00, the amount due at August 28, 1990 ascends to \$42,491.34 and modified regarding due date which will be on August 28, 2030, constituted by deed #172, executed in Utuado, Puerto Rico, on August 28, 1990, before Miguel Torres Maldonado Notary Public, recorded at overleaf of page 18 of volume 311 of Utuado, property number 12,415, 7th inscription.

Presented on September 5, 1990

Recorded on September 11, 1990

3. Reamortized and modified the mortgage of \$37,000.00, the amount due at March 27, 1998 ascends to \$27,190.00 and modified regarding the interests that will be 5% annual and due on 40 years, constituted by deed #54, executed in Utuado, Puerto Rico, on March 27, 1998, before Miguel Torres Maldonado Notary Public, recorded at page 121 of volume 443 of Utuado, property number 12,415, 8th inscription.

Presented on May 4, 1998

Recorded on May 1, 1998

PAGE #2
PROPERTY #12,415

REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to January 21th, 2020.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed properties and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of title search and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this title search due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

EAGLE TITLE AND OTHER SERVICES, INC.

Authorized signature

mcr/dm/F

I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

1. That my name and personal circumstances are the above mentioned.
2. That on January 21th, 2020, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.
3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 19 day of February of 2020.

Elías Díaz Bermúdez

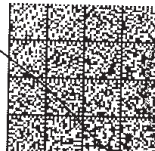
AFFIDAVIT NUMBER 4,202

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 19 day of February of 2020.

RECIBO

Sello



9397
02/19/2020
55:00

Sello de Asistencia Legal
80093-2020-0219-42179007



NOTARY PUBLIC

ESTUDIOS DE TITULO
SEGUROS DE TITULO

P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467
TELS. (787) 748-1130 / 748-8577 • FAX (787) 748-1143
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Eagle Title & Other Services, Inc.

**UNITED STATES DEPARTMENT OF AGRICULTURE
FARM SERVICE AGENCY**

654 Muñoz Rivera Avenue
654 Plaza Suite #829
San Juan, PR 00918

Borrower: Velez Ortiz, Sergio

Case No: 63-015-8335

CERTIFICATION OF INDEBTEDNESS

I, Carlos J. Morales Lugo, of legal age, single, a resident of San Juan, Puerto Rico, in my official capacity as Loan Resolution Task Force Contractor of the *Farm Service Agency*, United States Department of Agriculture (USDA), state that:

- The borrower's indebtedness is as shown in the following Statement of Account, according to information obtained from all available records at the USDA-Farm Service Agency:

Statement of Account as of October 15, 2020

Loan Number	41-01
Note Amount	\$ 37,000.00
Original Note Date	12/29/1986
Date of Last Payment	6/30/2005
Principal Balance	\$ 27,190.00
Unpaid Interest	\$ 23,624.23
Misc. Charges	\$ -
Total Balance	\$ 50,814.23
Daily Interest Accrual	\$ 3.6315
Amount Delinquent	\$ 28,454.00
Years Delinquent	14

- The information in the above Statement of Account in affiant's opinion is a true and correct statement of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.



Digitally signed by CARLOS MORALES (Affiliate)
DN: c=US, o=U.S. Government, ou=Department of
Agriculture,
0.9.2342.19200300.100.1.1=12001003816118,
cn=CARLOS MORALES (Affiliate)
Date: 2020.10.15 11:30:35 -04'00'
Adobe Acrobat version: 2020.012.20048

Carlos J. Morales Lugo
LRTF Contractor
October 15, 2020

**Status Report**
Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-8335
Birth Date:
Last Name: VELEZ ORTIZ
First Name: SERGIO
Middle Name: CELSO
Status As Of: Feb-14-2020
Certificate ID: T5M4GDGNFY0YFNW

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director
Department of Defense - Manpower Data Center
400 Gigling Rd.
Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. ? 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: <https://scra.dmdc.osd.mil/faq.xhtml#Q33>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. ? 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC ? 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC ? 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC ? 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

District of Puerto Rico

United States of America,
acting through the
United States Department of Agriculture

Plaintiff(s)

V.

SERGIO CELSO VELEZ ORTIZ

Defendant(s)

Civil Action No.

FORECLOSURE OF MORTGAGE

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* SERGIO CELSO VELEZ ORTIZ
SR 605 Km 5.7 Int.
Sector Quebrada Bonita
Utuado, PR 00664

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS
P.O. BOX 3908
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____ , a person of suitable age and discretion who resides there,
 on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO

CATEGORY SHEET

You must accompany your complaint with this Category Sheet, and the Civil Cover Sheet (JS-44).

Attorney Name (Last, First, MI): Fortuño, Juan Carlos

USDC-PR Bar Number: 211913

Email Address: jcfortuno@fortuno-law.com

1. Title (caption) of the Case (provide only the names of the first party on each side):

Plaintiff: UNITED STATES OF AMERICA, acting through the USDA

Defendant: SERGIO CELSO VELEZ ORTIZ; ET ALS.

2. Indicate the category to which this case belongs:

☒ Ordinary Civil Case

☐ Social Security

☐ Banking

☐ Injunction

3. Indicate the title and number of related cases (if any).

N/A

4. Has a prior action between the same parties and based on the same claim ever been filed before this Court?

☐ Yes

☒ No

5. Is this case required to be heard and determined by a district court of three judges pursuant to 28 U.S.C. § 2284?

☐ Yes

☒ No

6. Does this case question the constitutionality of a state statute? (See, Fed.R.Civ. P. 24)

☐ Yes

☒ No

Date Submitted: October 27, 2020

JS 44 (Rev. 02/19)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September, 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

UNITED STATES OF AMERICA

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Juan C. Fortuño Fas

Po Box 3908, Guaynabo, PR 00970

Tel. 787-751-5290

DEFENDANTS

SERGIO CELSO VELEZ ORTIZ, et als.

County of Residence of First Listed Defendant Utuado, P.R.

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

☒ 1 U.S. Government Plaintiff☐ 3 Federal Question (U.S. Government Not a Party)☐ 2 U.S. Government Defendant☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from Another District (specify)	<input type="checkbox"/> 6 Multidistrict Litigation - Transfer	<input type="checkbox"/> 8 Multidistrict Litigation - Direct File
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VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 Consolidated Farm & Development Act, 7 USC 1921, et seq. & 28 USC 1345
 Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

 DEMAND \$
 50,814.23

 CHECK YES only if demanded in complaint:
 JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

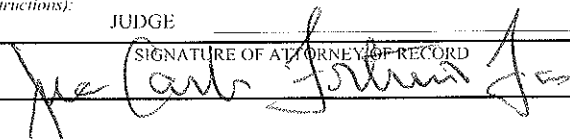
(See instructions):

JUDGE

DOCKET NUMBER

 DATE
 10/28/2020
 FOR OFFICE USE ONLY

SIGNATURE OF ATTORNEY OF RECORD



RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE